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The Solicitors' Journal

[REGISTERED AS A NEWSPAPER.]

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The Solicitors' Journal

(ESTABLISHED 1857.)

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Current Topics.

Mr. Justice Oliver Wendell Holmes.

LIKE MANY of our English judges, Mr. Justice OLIVER WENDELL HOLMES—honoured son of honoured sire—appears to possess the secret of longevity, and with it all the intellectual alertness that has marked his career from its beginning. Few can boast a judicial experience extending over so many years as Mr. Justice HOLMES. Appointed to the Supreme Court of Massachusetts as far back as 1882, he was, seventeen years later, promoted to the office of chief justice of that tribunal; and three years thereafter he exchanged that position for the still higher dignity of Associate Justice of the Supreme Court of the United States, the duties of which he continues to discharge with his accustomed vigour, despite the fact that recently he celebrated his eighty-eighth birthday; and his judgments are, as they always have been, couched in classical English and graced with that great learning which he long ago taught us to know and admire in his classic volume on "The Common Law." He can claim forty-seven years of continuous judicial service, and the claim must surely be unique in the annals of the law. Not only in law, but also in arms has he gained distinction. It seems almost incredible, but it is nevertheless the fact, that he saw active service in the Civil War, and was seriously wounded four or five times, returning to service again each time as soon as the doctors allowed him. No wonder that his father, as appears from a letter reproduced in the current issue of the *American Bar Association Journal*, was proud of his son—"his boy" he calls him—who stood over six feet in his military shoes. An admirable portrait of the distinguished judicial veteran which many of his admirers in England will be glad to see, is given in the same number of the *Journal*.

Libel on an Editor.

A RECENT action in South Africa has raised a point of considerable interest. A leading Nationalist journal alleged that a report of a speech by General HERTZOG printed in the columns of a contemporary newspaper had been falsified by the addition of the words "soulless Africaaners," applying to the Dutch members of the South African party. In the litigation which ensued, the editor of the latter journal contended that this allegation was a libel on himself as the person solely responsible, while in defence it was maintained that the editor was not named, and that the article was inapplicable to him. Judgment was given for the plaintiff editor, the court holding that a libel on a newspaper is a libel on the responsible editor. Apparently it has never before been held in South Africa or elsewhere that a libel on a newspaper is a libel on the responsible editor, and consequently this decision is an interesting precedent. The point does not seem ever to have been raised before, and it will be of great interest to see what are the reasons for the judgment when a full report of the case is available. Of course, if the editor himself was alleged to have inserted the relevant words, this allegation would be of the most damaging nature to him personally, especially if it was at the same time alleged that the proprietor of the newspaper was unaware of the editor's action. On the other hand, it is possible that the reporter or a sub-editor might, in a similar case, have been entirely responsible for the words complained of, and if they were accused of the insertion of the additional words, it would be important to know whether that would give them a right of action, or whether their rights would be subrogated to those of the newspaper.

Burst Pipes.

A CORRESPONDENT has asked a question which perhaps may be regarded as supplementary to our article "Legal Liability for Damages by Frost," pp. 136-7, *ante*, as to whether landlord or tenant for years is liable to pay the plumber's bill for mending burst pipes, and consequential damages for the escape of water, in the absence of covenant to repair on either side. Such omission in a lease of an unfurnished house cannot be very usual, but when it occurs, the payment of the bills for repairs and damages does present a legal problem. This problem is commoner in the more informal lettings to yearly tenants, or tenants from year to year, but it was clearly laid down in *Yellowly* v. *Gower*, 1855, 24 L.J. (Ex.) 289, that tenants for years are liable for permissive waste, see pp. 298-9. That liability, however, is defined as the liability of an ordinary tenant for life, and it was held in *Re Cartwright*, 1889, 41 C.D. 532, that a tenant for life is not liable for permissive waste. This was followed in *Re Freeman*, 1898, 1 Ch. 28. In *Re Cartwright*, KAY, J., cited certain cases which were criticised in *Yellowly* v. *Gower*, but, although the latter authority was quoted in argument and pressed on him, he did not deal with it. The curious Scottish case of *Mickel* v. *McCoard*, 1913, S.C. 896, has been cited for the proposition that a tenant must repair pipes burst in a frost, but if perused it hardly bears it out. There the tenant left a house empty, the pipes burst during a frost, and the subsequent flooding by the escaping water caused damage for which the tenant was held liable. The liability, however, apparently arose from her failure to give notice of her departure to her landlord, so as to enable him to draw the water off: see judgment of Lord GUTHRIE, p. 900. The "wind and water-tight" cases, such as *Wedd* v. *Porter*, 1916, 2 K.B. 91, hardly seem to apply, for "water" means rain, and running water may be prevented from escaping from a burst pipe by turning the supply off at the main. On the

whole, therefore, the chance of a landlord in the circumstances recovering damages from a tenant or compelling him to pay the bill for mending the pipes hardly seems a rosy one, unless perhaps he is prepared to appeal to the House of Lords to argue that *Yellowly* v. *Gower* has not been accorded its fair weight in subsequent cases.

Preserving the Countryside.

THE LITTER nuisance has grown to intolerable dimensions within the last few years. Two lines of attack upon it have been adopted: prosecution and propaganda. In large towns it is not beyond the powers of local authorities, through the vigilance of park-keepers, to detect many of the offenders; and the imposition of fines, though it may look like punishing people for trifling acts of thoughtlessness, may in time act as a deterrent. In the country, it is often quite impossible to find out who are the offenders. Prominent notices, asking picnic parties to clear up their litter, and the provision of receptacles at places where they are wont to gather in any numbers, have had in some places a marked effect. In the New Forest, for instance, with its miles of country, keepers could not hope to detect many of the offenders; but it is pleasant to read, from a resident, that in a favourite camping ground this year's Easter visitors, contrary to precedent, have left the spot clean and tidy. It really looks as if people can be trusted to observe rules of orderliness and good manners once they are made to realise what is asked of them. Good form may be a greater incentive than bye-laws.

Variable Pensions.

THE CASE of *Mason and Others* v. *The Attorney-General*, down for hearing in Mr. Justice ASTBURY'S court, will be followed closely by lawyers and civil servants alike, raising as it does the important point as to whether the famous Treasury Minute of 20th March, 1922, is *ultra vires*. Prior to the issue of that minute the pension of a civil servant calculated at the time of his retirement was fixed and unalterable for the remainder of his life. The minute however had the effect of making the pension a variable one, the supplementary bonus part being subject to revision every quarter according to the cost of living figure. The plaintiffs also contend that the whole of the bonus, and not 75 per cent. as ordered by the minute, should count in calculating the lump sum allowance paid on retirement. We understand that the Treasury will take the points (1) that the plaintiffs are not, as a matter of right, entitled to any pension at all; (2) that its decision as to pension allowances is conclusive and binding; and (3) that the difference between the salaries of civil servants and the market rates for similar work outside is not sufficient to pay the whole or any part of the cost of such pensions, or, in other words, that a pension is not deferred pay. In view of the amount involved the matter is one of the utmost importance to the already over-burdened taxpayer as well as to civil servants, and we propose to deal with it a little later.

Children against their Parents.

IN DEALING with matrimonial cases, magistrates are often able to gain considerable assistance from the attitude of the parents and the children towards each other. Thus, if a woman charges her husband with cruelty, but admits that she left him and did not take the children with her, the court is justified in pressing its inquiries closely into allegations against a man who is apparently not unkind to his children. He may, of course, be good to his children and cruel to his wife, but as a rule a man who is bad enough to drive his wife from home is too bad in her eyes to have sole care of the children. Sometimes children of sufficient age give evidence on one side or the other. They are rarely divided into opposite camps, and, since children are not often desirous of appearing against their parents, their testimony is usually trustworthy. There is, however, a class of case which is an exception. Grown-up children sometimes resent the father's authority, or, may be, the fact that as he grows older he brings in less money while the children bring in more. If the mother joins the children in attempting to drive him from home, it is not difficult to allege a case of desertion, or neglect to maintain, or possibly habitual drunkenness. Separation and maintenance orders are so freely applied for nowadays, and in some quarters so readily granted, that it is well to pause occasionally and consider probabilities of this kind before accepting the evidence of either one side or the other in its entirety.

The English Way.

The Times, in an article on charges at parking places for cars in public thoroughfares, announces that "the Automobile Association generally advises its members to pay the charge if it does not exceed 6d., regarding such an arrangement as better than having to tip touts and 'hangers-on,'" although, as *The Times* says, it is well-known that the charge is illegal, save in very rare cases in which towns have ancient charters. We cordially agree with the excellent advice given by the "A.A." Local authorities have powers under the Public Health Act, 1925, to provide parking places, and to make charges in connexion with the use of parking places "not being part of a street." There is, however, no power to charge for what may be fairly described as an unauthorised but harmless obstruction of the highway by permission of the local authority. It is easy to imagine countries in which quite a determined attempt to resist the illegal charges would be made as a matter of honour, or conscience or freedom, or what you will! With our own delightful instinct for peace and quietness, we prefer a compromise, and say, in effect: "Let them make illegal charges, so long as they are not unreasonable in amount. If we fight, we may lose our privileges, which are just as illegal as the charges made for them, and of more value to us than the principle involved!" No one is a penny the worse, and it is all done without fuss or argument, without even so much as a bye-law! We are a strange, but let as add, a sensible people, shutting our eyes to what really does not matter, rather than stir up needless trouble! Where else could a pavement artist, not a hundred miles from the Marble Arch, inscribe his initials on the pavement with "Back shortly" over them, and thus preserve to his own use a portion of the King's highway? And who besides an English policeman could have the good sense to let him alone so long as he causes no real inconvenience.

Grown-up Infants and their Parents.

THE REMARKABLE case of Miss LILIAN ENGLAND, aged twenty, and her step-sister, Miss MARY BATTERS, aged eighteen, raises interesting points of law, though perhaps it is unlikely that they will be the subject of a decision. Mrs. BATTERS is the mother of both girls, but it does not appear from the circumstances reported whether Mr. BATTERS is alive or otherwise. The mother and two girls all lived together at Chiswick. Two suitors for the girls appeared, to whom the mother objected. The girls claimed the right to choose their own company. To prevent the acquaintance from ripening, the mother is reported, on a particular Saturday when the girls returned from work, to have locked them indoors, and to have kept them all that day and the next locked up under her personal supervision. She then proposed to take them to Southend with her. On the way, however, the girls gave her the slip and escaped. As to the wisdom of Mrs. BATTERS' conduct in keeping her grown-up daughters under lock and key little need be said; love proverbially laughs at locksmiths, although medieval warriors pinned their faith to chastity-belts. If prison can be breached or belt slipped, it may be agreed that both are worse than useless. The legal right of Mrs. BATTERS to do as she did, however, is of some interest. It is clear that, on process of *habeas corpus* under the original jurisdiction, neither youths nor girls of the age of these two young women would be delivered into the custody of a parent or guardian against their wills, but in *R.* v. *Gyngall*, 1893,

2 Q.B. 232, the court on such application was held by virtue of the Judicature Acts to have the larger powers of Chancery, and it was also held in *Re Agar-Ellis*, 1883, 24 C.D. 317, that a father had power to require a daughter of seventeen to go where he wished and not where she wished, and the court would respect his legal right. Whether a court would in any circumstances deem the locking up of two such grown-up girls by a parent a lawful act is a problem which perhaps awaits solution. If the parent, for example, had good reason to suppose that two men were about to take them away and seduce them, possibly the dictum of HALSBURY, C., in *R. v. Jackson*, 1891, 1 Ch. 671 ("The Clitheroe Case"), at pp. 679, 680, that a husband might physically restrain a wife on the point of eloping, might be applicable. Short of such circumstances imprisonment of a child of eighteen by a parent could hardly be justified, though whether an action or criminal proceedings for false imprisonment would lie might be a difficult question. The plea would be legal justification, and an ambiguity might be cleared up. Possibly such ambiguities would be minimised if we had a well-drawn code law of the domestic relations, like France and Germany.

Sunday Observance and Street Trading.

THE CASE of GEORGE CLIFTON, recently tried before Mr. GRAHAM CAMPBELL, at Bow-street, raises a matter of considerable public importance. The defendant had a licence from the Holborn Borough Council to sell from his barrow in one of the streets off Seven Dials on week-days only. He was prosecuted for trading on Sunday, and the case was adjourned to enable him to apply for a Sunday licence. He did so, and was refused on the ground that the council did not consider Sunday trading necessary or desirable, and also that it was contrary to the Sunday Observance Act, 1677. He appealed to the magistrate, who, while doubting whether, apart from the Act, the Council were justified in laying down any general rule not to grant licences for a particular day in the week, held, nevertheless, that the County Council's General Powers Act of 1927 did not enable the Borough Council to grant licences to infringe the older Act. He therefore upheld the refusal, but he commented on the general disregard of the Sunday Observance Act, and expressed his consent to state a case. It has not yet appeared whether the matter will be taken further, but the law as to Sunday trading and Sunday recreation can hardly be regarded as satisfactory. As Mr. CAMPBELL pointed out, the Act of 1677, even to its punishment of two hours in the stocks in default of fine (s. 2) is still in force, though so long ago as the middle of last century it was felt to be an anachronism. As in various other directions, however, certain hornets' nests would have been stirred up by any attempt to bring it up to date, so in 1871 the not very happy expedient was adopted of a temporary Act, requiring prosecutions to be authorised by the local chief constable or two magistrates. This was renewed from year to year for fifty years, and then made perpetual by the Expiring Laws Act, 1922. The old Act, of course, apart from that of 1871, is honeycombed with later exceptions, and s. 2 of the Licensing Act, 1921, deals with the permitted Sunday hours for the sale of drink, though the ordinary calling of a publican can hardly be regarded as a work of necessity and charity. Nor can the sale of tobacco and newspapers, though there is not the slightest difficulty in obtaining either in an ordinary town on Sundays. If memory serves, one JACOB POPP was prosecuted week by week before the war for a long period for selling tobacco on Sundays, and found the advertisement of his strife with the local bench lucrative. For Ministers to retain an unworkable Act on the statute book for want of the moral courage to adapt it to the times, and then to cast the odium of its enforcement on police and magistrate, might not be regarded generally as a very English course of proceeding, but it is one constantly pursued by those who are sent to do the work of statesmen and find themselves afraid of it.

Criminal Law and Police Court Practice.

COMPENSATION ON CONVICTION OF CRIME.—Mr. CANCELLOR, the metropolitan magistrate, put into operation last week a useful provision in the law which is rarely employed, and perhaps not as widely known as it should be.

Section 4 of the Forfeiture Act, 1870, gives power to a court, on convicting of felony, to order compensation up to the amount of £100 to be paid by the accused. This may be taken out of moneys found on the accused, or recovered summarily as a civil debt. In the case in question, there were several charges of embezzlement, and there had been some question of making restitution. The magistrate imposed a fine of £10, with £10 costs, and ordered that £50 compensation should be paid by the defendant to the prosecutor.

Where a court of summary jurisdiction deals with a case by way of a probation order, then, whether the charge be felony or not, it has a general power to order compensation up to £25, or, if a higher limit is fixed by any enactment relating to that offence, that higher limit. This, of course, is without proceeding to conviction. Such compensation is recoverable by distress or imprisonment. These provisions are useful, and, we think, particularly appropriate when offenders possessed of means are let off lightly instead of being sentenced to imprisonment. To make restitution is a useful discipline to the offender and a reminder that his crime has not been a paying proposition; and it is a measure of justice to a prosecutor who has been wronged.

WITNESSES AND THEIR NOTES.—To the policeman a note-book is as much a part of his outfit as his truncheon, and a deal more use. Without a note-book he could never hope to reproduce in the witness-box the various details as to time, place, and other particulars of incidents he is called upon to relate. Other officials who have to make frequent appearances in court are equally accustomed to resort to their note-books when giving evidence.

It is, of course, objectionable and irregular for any witness to read his evidence from a note, but he is entitled to refresh his memory by referring to notes made at the time of the happening or as soon after as was reasonably practicable.

A case before the Liverpool Stipendiary this week seems to have evoked strong comments on his part. According to the report, when a constable was giving evidence he referred to his notes, whereupon the magistrate said: "You are in the same position as any other witness in a case, either in a police court or civil court. It is your duty to prepare yourself before going into the witness-box."

Inasmuch as the prosecution concerned a licensee accused of permitting her premises to be used for betting, we would expect to find a good deal of detailed evidence of incidents occurring during a period of observation and noted by the police at the time. If this be so, it is difficult to see how the police could be expected, after a lapse of time, to remember all the details and recount them in the witness-box, unless allowed to refresh their memories from time to time by reference to notes.

The learned magistrate's remark that police officers are in the same position as any other witnesses is undoubtedly correct, but the ordinary witness is always allowed to refresh his memory to a reasonable extent by referring to notes made at the time, and we hardly see why policemen should be refused the same assistance unless it becomes clear that they really remember nothing and are merely reading what they have written down.

As to "preparing yourself before going into the witness-box," that is a practice fraught with potential dangers. A witness who prepares himself by conning his notes over and over until he knows his story by heart is less likely to give a truthful version of the facts than one who honestly tries to

say what he remembers and occasionally relies on a note to fill in forgotten details. We have all come across the witness whose memory, unaided by notes, appears to be so prodigious, and whose accuracy, according to himself, is so unimpeachable, that no one puts much trust in anything he says. The note-book, used in moderation, is an aid to trustworthiness in testimony.

Privilege between Solicitor and Client.

THE question of privilege in regard to communications made between solicitor and client was the subject of an interesting decision in the recent case of *Minter* v. *Priest* (*The Times*, 26th ult.). The material facts in that case were as follows: The plaintiff appointed a Mr. TAYLOR to act as his agent to find a purchaser for his property. TAYLOR found a Mr. SIMPSON, who intended to buy for the purpose of a re-sale. Mr. SIMPSON'S solicitors submitted an offer, which was accepted by the plaintiff. A difficulty then arose as to finding the deposit, and, acting on the advice of his solicitors, Mr. SIMPSON, accompanied by Mr. TAYLOR, approached the defendant with a view to borrowing the necessary money. Mr. SIMPSON and Mr. TAYLOR told the defendant that if he should find the deposit he should act as solicitor for Mr. SIMPSON in completing the purchase. The defendant declined to find the money, and then made the slanderous statements about the plaintiff which formed the subject-matter of the action.

Before setting out the decision in the above case it may be useful to pause and examine the law bearing on the subject. It is well established that the professional relationship of solicitor and client creates privilege in respect of communications made between such persons. The position was fully stated by Lord HERSCHELL, L.C., in *Browne* v. *Dunn*, 1893, 6 R. 67 H.L. 67, at p. 72, in these words: "It seems to me that when communications pass between a solicitor and those who he reasonably believes will desire to retain him, and to whom he makes a communication in relation to that, and who do retain him, the whole of those communications leading up to the retainer and relevant to it, and having that and nothing else in view, are privileged communications, that the whole occasion is throughout privileged." Lord BOWEN, at p. 80, laid down the same rule in the following words: "If a solicitor has reason to believe that his services may be required by a possible client who does afterwards retain him, what passes between the solicitor and the client on the subject of the retainer, and relevant to the retainer, is covered by professional privilege." Moreover, it appears that the presence of malice does not destroy such privilege. On that point Lord BOWEN said in the course of his judgment in *Browne* v. *Dunn*, *supra*, at p. 80: "I very much doubt whether, when a professional relation is created between a solicitor and client, and communications pass between the solicitor and the client with reference to the prosecution of a third person, or with reference to proceedings being taken against him, the fact that the solicitor is animated by malice in what he says of the third person would render him liable to an action, provided he does not say anything which is outside what is relevant to the communications which he is making as solicitor to his client. . . . But it is not necessary to decide that point, for it does not arise here." However, any doubts on the above point were set to rest by the Court of Appeal in the recent case of *More* v. *Weaver*, 1928, 2 K.B. 520; 44 T.L.R. 710, where it was held that communications passing between a solicitor and his client on the matter upon which the client has retained the solicitor, and which are relevant to that matter, are *absolutely* privileged. It is always necessary, of course, that the communication should be relevant to the subject matter upon which the client is seeking the advice of the solicitor. As SCRUTTON, L.J., pointed out by way of illustration in *More* v. *Weaver*, *supra*, if a client, who has quarrelled with the builder who is building a house for him, goes to his solicitor to discuss the position, and in the course of the interview he makes statements regarding the builder which are untrue, those statements are absolutely privileged. But suppose in the middle of the conversation the client, being of a gossipy nature, says, "Have you heard that JONES has run off with Mrs. BROWN?" that would not be relevant to the discussion and therefore outside the rule as to privilege.

In regard to letters, it is not always easy in practice to say whether a particular letter is or is not "a professional communication of a confidential character." In *Hughes* v. *Biddulph*, 1827, 4 Russ. 190, Lord LYNDHURST stated his opinion to be that confidential communications between the client and his solicitor or between the country solicitor and the town solicitor, made, in their relation of client and solicitor, either during the cause or with reference to it though previous to its commencement, ought to be protected. The opinion thus expressed by Lord LYNDHURST was generally followed, and ultimately it was laid down very definitely by the Court of Appeal in Chancery in *Minet* v. *Morgan*, 1873, L.R. 8 Ch. App. 361; 28 L.T. 573, that a client will not be compelled to produce confidential correspondence between himself or his predecessors in title and their respective solicitors with respect to questions connected with matters in dispute in the suit, although made before any litigation was in contemplation. The above rule has been extensively applied. For, as pointed out by Lord LOREBURN, L.C., in *Jones* v. *Great Central Railway Co.*, 1910, A.C.4, at p. 6: "Both client and solicitor may act through an agent, and therefore communications to or through the agent are within the privilege. But if communications are made to him as a person who has himself to consider and act upon them, then the privilege is gone; and this is because the principle which protects communications only between solicitor and client no longer applies. . . . Disclosure is constantly required of letters between partners or between a firm and its agents. It is rare in litigation when communications are confined to letters passing between solicitor and client. And every large concern, whether a railway company or a trade union, or whatever it be, that must needs conduct its business by correspondence is amenable to the same rule." But, of course, if documents are communicated to someone who is not a solicitor, nor the mere *alter ego* of a solicitor, the defence of privilege cannot be raised. Thus, in *Jones* v. *Great Central Railway Co.*, *supra*, a member of a trade union was dismissed by his employers, and, as required by the rules, furnished the union authorities with information in writing in order that the authorities might decide whether he might bring an action for wrongful dismissal at the expense of the union and with the assistance of their solicitor. The information contained the evidence in support of the action and the names of the witnesses. The union authorities sanctioned an action brought by the member with the professional assistance of their solicitor. Upon a summons for discovery taken out by the defendants, it was held by the House of Lords, affirming the decision of the Court of Appeal, that the letters containing the above-mentioned information did not fall within the established rule as to privilege between solicitor and client and must therefore be produced.

One other point remains to be considered. It is essential to the defence of privilege that the business upon which the client seeks the advice of the solicitor is within the scope of professional business done by a solicitor. An examination of this matter might lead us far afield, but, for our present purpose we will confine our attention to those cases where a client sees a solicitor in connection with the disposal of property. In *Jones* v. *Pugh*, 1842, 1 Phillips 96, a solicitor was confidentially employed by a number of persons to procure investments for their money in the form of mortgages

upon certain property. On a bill being filed against the solicitor by a judgment creditor of the mortgagor, to redeem the mortgaged premises, it was held that the solicitor was not bound to disclose the names of the persons who had thus employed him. In the course of his judgment the Lord Chancellor observed that it was an ordinary part of a solicitor's duty to lay out money for his clients. In *Carpmael* v. *Powis*, 1845, 1 Phillips 687, where a solicitor was employed in connection with the sale of an estate, it was held that he was not at liberty to disclose the conversations which he had had either with the client or the agent of the client relative to the amount of the bidding to be reserved or to other matters connected with the sale. As the Lord Chancellor said in the course of his judgment at p. 692: "It cannot be denied that it is an ordinary part of a solicitor's business to treat for the sale or purchase of estates for his clients. For some purposes his intervention is indispensable in such transactions: he is to draw the agreements, to investigate the title, to prepare the conveyance. All these things are in the common course of his business. But it is said that the fixing of a reserved bidding and other matters connected with the sale are not of that character, inasmuch as they might be entrusted equally well to anyone else. It is impossible, however, to split the duties in that manner without getting into inextricable confusion. I consider them all parts of one transaction—the sale of an estate: and that a transaction in which solicitors are ordinarily employed by their clients. That being the case, I consider that all communications which may have taken place between the solicitor and his client in reference to that transaction are privileged."

Reverting to the case which gave rise to our present investigations, it was held by the Court of Appeal, reversing the decision of HORRIDGE, J., that in *Minter* v. *Priest*, *supra*, the visit made by Mr. TAYLOR and Mr. SIMPSON to the defendant was on professional business as interpreted by Lord LYNDHURST in *Jones* v. *Pugh*, *supra*, and *Carpmael* v. *Powis*, *supra*, and established professional privilege, and that, therefore, the evidence of what the defendant said at the interview could not be admitted. The Master of the Rolls stated in the course of his judgment that questions are admissible to reveal and determine for what purpose and in what circumstances an intending client goes to see a solicitor.

How the Expense of Legal Proceedings could be Reduced.

[CONTRIBUTED].

II—(*Continued from p.* 214.)

(iv) I think it would be well worth while for the authorities to consider whether the present rule, which provides that orders for administration shall only be made by the judge in person, should be modified to allow of orders being made by the Chancery Master in the following cases:—

(*a*) An order for administration on the application of a creditor.

(*b*) An order for inquiry who are entitled to the estate of an intestate.

As regards (*a*) an order for administration is the only practical remedy open to a creditor to prevent the executor exercising his right to prefer other creditors, and so leaving the plaintiff out in the cold. A creditor seems to be entitled to it as of right if the executor refuses to pay the debt.

(*b*) When a member of the class presumably entitled to the estate of an intestate is missing, the administrator is always given the protection of an inquiry by the court. There seems to be no reason why the order for inquiry should not be made by the Master—he is not in the least likely to give himself the trouble of working out an inquiry unless he is satisfied that one is necessary.

Solicitors who practise in the Chancery Division may be able to mention other cases suitable to be dealt with by the Master without the expense of an adjournment to the judge. I will only suggest applications for the appointment of trustees for the purposes of the Settled Land Acts.

(v) Every litigant in the Chancery Chambers has the right in every kind of case to take the ruling of the judge by simple adjournment to him. No one would, I think, wish to alter such a convenient practice as that. But there is a practice in connexion with this which is common, if not invariable, that the costs of the adjournment to the judge are made either "costs in the action" or "costs out of the estate," as the case may be, even if the judge merely confirm the order which the Master proposed to make. I do not know the origin of this practice. It would seem right that it should apply to matters in connexion with pleadings, interrogatories, and generally in relation to litigation. But there are others as to which I would suggest that those in authority might consider whether the adjournment to the judge should not as a rule be treated as in the nature of an appeal, and the costs follow the event. I refer to administrative matters with which the Master, by reason of his training and experience as a solicitor, should be well qualified to deal, such as the maintenance and education of wards of court, the administration of estates, the management and realisation of property, accounts, receiverships.

When in practice, I have often heard solicitors, when unsuccessful before the Master, say that "it would be worth while to have a shot at the judge." I dare say that, upon occasion, I may have said the same myself. The authorities may think right to consider whether something should be done to discourage the firing of the more random shots.

My proposals could be carried out by rule of court, if the ideas which I have put forward should, with or without modification, meet with the approval of the Rule Committee. Members of the Rule Committee are extremely busy men, immersed in great affairs, and they cannot be expected to have an intimate knowledge of the matters—matters of detail, some of them, perhaps, but important—with which it has been my lot in life to deal.

I hope I shall not be thought presumptuous when I say, with the experience that the post of Taxing Master brought me, that (subject to the points I have mentioned and which appear to have been overlooked) the Rules of the Supreme Court lay down a system which must be described as generally efficient and economical. Of merely formal proceedings, calculated (as lawyers say) to increase expense, there are none. I doubt if any great reforms are practicable; for example, I think it would be injudicious to go further than at present in the direction of abolishing pleadings. Official shorthand writers would greatly ease the labours of the judges, but I feel sure that they would increase the expense in ordinary cases. Whether the rules could be expressed in clearer language is another matter.

Let me say a few words as to costs as between the solicitor and the client. These often arise from briefs being drawn at too great length or from copies of unnecessary documents being made. I remember a case of breach of promise of marriage, where copies were made of some hundreds of the love letters, when half a dozen of the more ardent ones would have been enough. These half-dozen were all that the Taxing Master allowed against the defendant. But the painful result followed, that the plaintiff had to pay for a stout volume of supererogatory sentiment out of the sum which had been awarded to heal her broken heart. Few litigants know of the remedy provided for them by the Solicitors Act, 1843, and fewer still are inclined to avail themselves of it. It would be a boon to clients, especially those in humble circumstances, and I am inclined to think a benefit to solicitors, if a matter like this could be arranged in a rough and ready way without having recourse to the severities of the statute. Perhaps some reader of this article, who has had more experience than I in methods

of conciliation, may be able to suggest a scheme which would be of practical use in cases like this.

I now, greatly daring, approach the thorny field of professional remuneration, a domain on which, I may be reminded, even angels fear to tread.

In considering the remuneration of professional men it must be borne in mind that each of them, solicitor and counsel, in his own sphere, has to perform difficult, arduous, and very responsible work, involving a high degree of experience and skill. But when the war came, and the value of money depreciated, the expense of running a solicitor's practice increased, for higher salaries had to be paid to the staff. At the same time the real value of the fees he received was less. This state of things was remedied by the rule of court which authorised solicitors to increase their profit charges by one-third. As regards solicitors, therefore, I have nothing to say; the matter has been dealt with by rule of court and is settled.

(To be continued.)

Auctioneering Topics and Reflections.

JUST now auctioneers are concerned as to the probable effect of a general election on the sale of land and houses. Unfortunately the month that is usually accepted as the busiest in the whole year is likely to be associated with the most exciting period of the political upheaval. The urban residence, the freehold ground rent, the licensed premises and the well-placed shop property will be likely to sell as usual, but there will not be the same disposition to offer large country domains at public auction. Attendance at a sale is not difficult to arrange at any time; it is the inspection that is likely to be interfered with. It does not take long to look over a small house or a shop, but the large estate, with its home farm, its gardens, its woodlands and its cottages, is not purchased without a personal inspection that frequently occupies several days. And the owner is not anxious to run the risk of probable competitors being bound up at the time with keen political interests. What is likely to happen is that some of the big auctions will be hurried on, and others will be kept back until things have settled down. The market has been very steady since the beginning of the year, and this in itself is satisfactory, as it shows that the general public have faith in the sanity of the nation. But even if the worse came to the worst there is no government that would dare to impose any more burdens on real property which, at present, bears more than its share; any alteration in the existing law would be more likely to be in a relief direction.

A desire to stop what is popularly known as the mock auction is very general, but auctioneers had little or no faith in the recent parliamentary effort to get rid of the nuisance. As a rule the exchanges in these "lock-up" shops, during the progress of the busy seasons in our leading pleasure resorts, are trumpery, a few shillings being given for a piece of mock jewellery; and if the duped domestic drudge, in her tinsel and fine feathers, will not make a stir in the matter now, except to whine when she reaches her kitchen, it is idle to expect she would do any more if the proposed legislation had received the King's assent. There is one thing none of us like to admit, and that is being made a fool of by a rank outsider.

The fact of the matter is there is something radically wrong about the entrance to an old and honourable profession. At the present time anyone can exchange a £10 note for an auctioneer's licence; and if the public became acquainted with this lax state of affairs they would be more careful of the antecedents or position of those whom they patronised. As a rule the letters after a man's name carry little or no weight among the general public; what is wanted is for every person, before acting as an auctioneer in any capacity, to have passed the examinations of one of the leading professional organisations. The law could still deal with the rogues, but such bodies as the Auctioneers and Estate Agents Institute and the Incorporated Society of Auctioneers and Landed Property Agents, might be depended on to put a stop to anything likely to bring discredit on the profession.

Unless renewed by the next government the Rent Restrictions Act will expire in December next. A decision in this matter is sure to be the subject of much serious consideration by the new government, and the chances are that if it is to be extended it will be only in a very modified form. One finds houses for sale all over the country, but very few to let. The speculative builders prefer to get rid of their enterprise at a profit than to listen to tenants' proposals at a time when rent restrictions in numerous stages and forms are very much in evidence. So until the restrictions are removed there will be no houses built for the purposes of letting.

A Conveyancer's Diary.

The Meaning of "Money."

Two recent cases again raise the question of the meaning of "all my money" and similar expressions in a will. In *Re Gates*, 45 T.L.R. 279, the will read: "I leave all my money to Alfred George Cabell." The case originally came before Lord Merrivale, P., in a probate motion for a grant of letters of administration to Mr. Cabell and the president dismissed the application, holding that the will did not dispose of the whole estate, and that Mr. Cabell was not entitled to the real estate or personal chattels. On appeal the president's order was varied by omitting the ruling of the president as to what passed by the will, and letters of administration were directed to be issued to the next-of-kin, leaving the question of construction to be decided in the Chancery Division. An originating summons having been issued, Clauson, J., held that the gift of "all my money" passed the whole estate (including stocks and shares) except real estate and personal chattels, which included furniture and jewellery. Whether the learned judge, in adopting this view, was simply following the president or whether the question was argued *de novo* does not appear from the report. At any rate, Clauson, J., appears to have given his decision in identical language with that used by the president.

In *Re Emerson*, 1929, 1 Ch. 128, the testatrix, having made a will which contained no residuary devise or bequest, made a codicil as follows: "I bequeath to my adopted niece, D. A. N., the residue of the money at the time of my death."

Tomlin, J., held that the gift passed the residuary personal estate but not real estate. It was argued in that case that since the A. of E.A., 1925, there is no distinction between real and personal estate for purposes of administration; the two must be treated as one fund, and that the gift included realty, but the learned judge rejected that contention.

Now it will be generally conceded that in ordinary parlance in such expressions as "all my money," or "all the residue of my money" the word "money," means possessions or property, and that bequests in a will in such terms, if construed in the way in which in common parlance they would be understood, would pass the whole of the estate belonging to the testator. But the courts have for long put a more restricted meaning upon the word "money" holding that it must in a will be taken to mean cash in hand or at call. It is however an interesting fact that in most of the cases on the subject the judges have said that in adopting that construction they were doing violation to what they had no doubt was the intention of the testator, and have generally seized upon very slight indications in the context to place a more comprehensive interpretation upon the word "money."

The earlier authorities on the point are, at first sight at any rate, rather conflicting, but of course the decisions turned on the context to some extent. In *Carr* v. *Carr*, 1 Mer. 541 n., Sir William Grant held that a balance on current

account at a bank passed under a bequest of "debts" and one of the arguments which he advanced in support of his decision was that it would not pass under the description of ready money. On the other hand, in *Vaisey* v. *Reynolds*, 5 Russ. 12, Sir John Leach held that a balance at a bankers might in a reasonable sense be considered as money in hand, for it was to be ready when called for, but that it could not be considered as a security for money.

That decision is supported by *Taylor* v. *Taylor*, 1 Jur. 401, where Lord Langdale, M.R., held that a bank balance passed under the description "ready money." Following these cases is that of *Lowe* v. *Thomas*, Kay 369, which is the authority most frequently cited in this connexion. There Vice-Chancellor Page-Wood held that the word "money" did not pass stock in the funds. The Vice-Chancellor considered himself bound by the earlier decisions in *Hotham* v. *Sutton*, 15 Ves. 319, and *Gosden* v. *Dotterill*, 1 M. & K. 56. But he said: "However I might differ in my own notion of the ordinary acceptation of the word 'money,' in this case I cannot hold its meaning to be contrary to what judicial decision has determined its ordinary sense to be. Certainly, sitting anywhere but here, if I had been told that this lady had left all her money to her brother, I should have been surprised if he had not taken her stock, more especially as she has limited it to him for life, and then to other persons after him." It will be observed that the Vice-Chancellor did not feel at liberty to draw the inference that "money" included stock in the funds, because the gift was for life, the contention which has found favour in later cases that in such a case "money" must include invested money yielding an income not being in his view acceptable. He, however, added: "It is painful to be obliged to come to the conclusion to which I have come upon the construction of this will, because I should have had strongly the impression that in ordinary parlance the word 'money' as here used might have included the stock in question, if I were not impelled by authority to hold otherwise; but if I followed my private judgment, I should be throwing that uncertainty upon the law which everyone has always deprecated." That decision was confirmed on appeal, 5 De G. M. & G. 315, when Knight-Bruce, L.J., said "the numerous class of persons who, in wills and otherwise, speak as if the office of language were to conceal their thoughts, have no right to complain of being taken to mean what their language expresses." In commenting on this passage in *Re Taylor*, see *infra*, Lord Sterndale, M.R., observed, "unfortunately, in the case of wills, it is not the testator or testatrix, but other persons who have cause for complaint." Turner, L.J., in agreeing with Knight-Bruce, L.J., rejected the contention that "money" included invested money because a life interest was bequeathed.

In *Re Skillen*, 1916, 1 Ch. 521, Sargant, J., as he then was, held that a bequest of "money" comprised the whole of the residuary estate, and he said, "But it is clear that a comparatively slight context one way or the other may either restrict the term 'money' within comparatively narrow limits or may assist it so as clearly to include the whole personal estate or the residue of the personal estate. For instance, the gift of the residue of 'money' after provision for the payment of debts or legacies is enough, since it is the whole personal estate that is liable for such payment." This decision was referred to with approval by Lord Sterndale, M.R., in *Re Taylor*, *infra*, but it will be seen that the later part of it was not given full effect to by Tomlin, J., in *Re Emerson*, *supra*. In *Re Taylor*, 1923, 1 Ch. 99, the expression used was "the money I have and am entitled to now and at any future time," and it was held that there was sufficient context to prevent the word "money" having its strict sense, and that the gift included all the testatrix's investments, her interest in which was expressible or receivable in terms of currency. In that case Lord Sterndale, M.R., said, at p. 104: "If I was asked what in my opinion was the wish of the testatrix I should feel little difficulty as to the answer. I believe she wished to dispose of all her estate, and not to die intestate as to any part and that she thought she had done so when she used the word 'money.' I think she intended to use it in the colloquial sense in which it is used in such expressions as 'What has she done with her money?' 'To whom has she left her money?' where the expression is meant to apply to all the estate of which the person about whom the expression is used died possessed. The question, however, which I have to decide is different; it is what is the meaning of the words the testatrix has used, and whether I am at liberty to give them the meaning which I believe the testatrix wished them to bear, consistently with the words used and the principles of interpretation laid down by the authorities."

There are other authorities to which reference may be made, notably *Langdale* v. *Whitfield*, 4 Kay & J. 426, 432; *Williams* v. *Williams*, 8 Ch. D. 789, 792; *Re Cadogan*, 25 Ch. D. 154; *In bonis Bramley*, 1902, P. 106; and *Re Gliddon*, 1917, 1 Ch. 174. In the last-named case the testatrix bequeathed to two persons "all my monies to be equally divided between them and to the aforesaid G. M. S. all my household furniture and personal effects," and Younger, J., as he then was, decided that the words "all my monies" did not constitute a residuary bequest, and included only a small sum which the testatrix had at the bank and not a reversionary interest to which she was entitled.

It will be seen, therefore, that the authorities show that although it may appear that a testator has intended to use and has used language in the ordinary colloquial sense, the courts will not give effect to the meaning in which the words are used, but will attach to them a more or less technical interpretation which admittedly, in many cases, was not at all within the contemplation of the testator.

It seems unfortunate that this should be so and contrary to the modern tendency which is to put upon the language of a will such a construction as will carry out the apparent intention of the testator.

At any rate, it is an unsatisfactory state of things when judges are forced by what they look upon as binding authorities to order the disposition of the estate of a deceased person in a manner which they admit is inconsistent with the deceased's wishes as expressed in his will, in language which in its ordinarily accepted meaning is plain enough. Other examples of the same kind of thing in the construction of wills might be given and will readily occur to every practitioner, but must be left to be considered in a future issue.

Landlord and Tenant Notebook.

Landlord and Tenant Act, 1927, s. 19 (1).

An important decision affecting the operation of s. 19 (1) of the Landlord and Tenant Act, 1927, was recently given by His Honour Judge Bradley in *Murr* v. *Dewhurst*, 1929, L.J., C.C.R. 13.

Under that section a lease containing a covenant, condition or agreement against *assigning, underletting, charging, or parting with the possession of*, the demised premises is to be deemed to be subject to a proviso to the effect that such licence or consent is not to be unreasonably withheld, the landlord, however, not being thereby precluded from requiring payment of a reasonable sum in respect of legal or other expenses incurred in connexion with such licence or consent.

In *Murr* v. *Dewhurst*, *supra*, the facts, as found, were that the plaintiff who was the tenant of certain premises under a tenancy agreement which contained a covenant against assignment, etc., without licence, was desirous of giving up the premises and, having found another person to take his place, entered into an arrangement whereby he surrendered his

tenancy, and persuaded his landlord to accept the new tenant in his place, a sum of £50 being paid to the landlord in consideration of his accepting the new tenant.

It was held in an action by the plaintiff to recover this sum from the landlord that it could not be recovered.

Now it would appear that there are two grounds on which this decision may be supported.

Firstly, it may be said that the provisions of s. 19 (1) do not apply to a surrender. Sub-section (1) refers to a covenant against "*assigning, underletting, charging, or parting with the possession,*" and a "surrender" does not come within that sub-section.

It is to be noted that where there is an assignment, underletting, etc., the person who assigns, underlets, etc., still remains liable to his lessor, whereas, in the case of a surrender, he is relieved from all further liability.

Secondly, the actual decision in *Murr* v. *Dewhurst* may be supported on the ground that, although s. 19 (1) impliedly precludes a landlord from demanding as a condition of giving his consent, any payment (other than the payment of a sum in respect of legal or other expenses reasonably incurred), yet if such a payment is made without protest by the tenant he cannot recover it.

On this point reference may be made to *Andrews* v. *Bridgeman*, 1908, 1 K.B. 596, a decision given under a somewhat similar provision contained in s. 3 of the Conveyancing Act, 1892. That section briefly provided that in all cases containing a covenant against assignment, etc., without licence or consent, no fine or sum of money in the nature of a fine should be payable in respect of such licence or consent unless there was an express provision to that effect contained in the lease itself.

It was held by the Court of Appeal that, where such a payment was made by the lessee without protest, it could not be recovered, the court pointing out that, where the landlord demanded a fine to which he was not entitled as a condition of his consent, the lessee was justified in treating the case as one in which the licence was being unreasonably withheld, and in assigning or underletting as the case may be without consent (cf. also *West* v. *Gwynne*, 1911, 2 Ch. 1).

It is important to note also that the taking of a fine in circumstances contrary to the provisions of s. 3 of the 1892 Act is not rendered illegal. As Vaughan Williams, L.J., pointed out in *Waite* v. *Jennings*, 1906, 2 K.B. 16: "Even if the sum covenanted to be paid were a fine or a sum of money in the nature of a fine, it would not . . . be possible for the defendant to raise the provisions of s. 3 of the [Conveyancing] Act of 1892 as a defence . . . The effect of that section is not to make the payment of a fine an illegal thing, but only to read into the lease as between the parties to it a provision that no fine shall be payable for a licence to assign."

The position under s. 19 (1) of the Act of 1927 appears to be the same. That sub-section, it may be said, does not render illegal any payments made to the landlord as a condition of his licence or consent. If a landlord claims any such payment, the tenant is entitled to disregard the request entirely and to assign, etc., as the case may be, without obtaining any licence. If, however, the tenant makes any such payment without protest, he cannot subsequently recover it. Even if the payment is made under protest, it does not seem clear that the tenant's position is any better, the Court of Appeal having left that question open in *Andrews* v. *Bridgeman*.

Incidentally it may be observed that the above observations will equally apply to other provisions of the Landlord and Tenant Act, 1927, as, for example, s-ss. (2) and (3) of s. 19 of that Act.

The King has approved the addition of two puisne judges to the permanent strength of the High Court of Judicature at Bombay. Mr. STEPHEN JAMES MURPHY, I.C.S., and SAJBA SHANKAR RANGNEKAR have been appointed to fill the two vacancies thus created.

Our County Court Letter.

FARMERS' LIABILITY FOR ANIMALS ON THE HIGHWAY.

THE modern trend of decisions with regard to the above is shewn by two recent cases. In *Loader* v. *Taylor*, at Tamworth County Court, the plaintiff claimed £30 for personal injuries by reason of the defendant's negligence in driving, or causing or permitting to be driven, a herd of cows from his farmyard on to the Watling Street (1) so as to obstruct the highway, or (2) without taking proper precautions to ascertain whether they could be safely so driven. The plaintiff had been riding a motor-cycle at 5.30 p.m. on a very dark evening in last November, and had seen cows on the grass fifty yards from the defendant's gateway. She promptly slowed down, as they were only ten yards from her when first seen, but a cow came from the side of the road and struck her front wheel. There was no one to give any warning, and she did not see a man with a storm lantern. Corroborative evidence was given by two lady pedal cyclists, who had had to dismount on seeing the cows at six yards' distance, the only warning light being carried by a man at the rear of the cows. The defendant's case was that there was no negligence, as the normal practice was for the man with the light to be at the back, and he had been stationed at the gate with a lamp to warn traffic coming in one direction. His Honour Judge Ruegg, K.C., observed that the custom was a common source of accidents, which usually occurred just as the animals were leaving the field. He considered that farmers ought to have some one in front as well as behind, otherwise it would shortly be made a criminal offence to omit to do so. Judgment was accordingly given for the plaintiff for the amount claimed, with costs.

In *Poulton and another* v. *Davis*, at Ross-on-Wye County Court, the plaintiffs claimed £12 10s. as damages sustained by the defendant's negligence in driving a char-a-banc into a flock of sheep. The accident happened on a dark evening last October, when forty sheep were being driven home from the railway station, one man being twenty yards in front of the flock, and three people behind in a car with dim lights. The defendant's vehicle came from the opposite direction at a speed of nearly twenty miles an hour with the lights full on. The man in front of the sheep put up both arms and shouted, but the defendant drove into the flock without slackening speed, killing two sheep and injuring others. The driver of an omnibus afterwards pulled up on seeing a similar signal to that given to the defendant. The case for the defendant was that on a curve in the road he saw a man's hand raised and also the glaring lights of the other car, whereupon he applied his brakes without seeing the sheep. The char-a-banc was pulled up in a length and a half, but still went into the sheep, which could not have been avoided. His Honour Judge Macpherson observed that the man who sent a flock of sheep on to the road on a dark night, without any light in front of them, was taking a very grave risk. Even if there was no law compelling the plaintiffs to carry such a light, it was necessary to have regard to common sense, and the negligence was on the part of the plaintiffs. The sheep would be the same colour as the road, and as the defendant had exercised reasonable care, judgment was given in his favour with costs.

In both the above cases the cattle were being driven along the highway, and had not merely strayed from a field, as in *Heath's Garage Limited* v. *Hodges*, 1916, 2 K.B. 370. A motor-car was there being driven on a highway in daylight at about sixteen miles an hour, and the driver applied his brakes on seeing some sheep, whereupon two other sheep jumped from a bank at the side of the road, and overturned the car by rushing against it. The farmer was fined under the Highway Act, 1864, s. 25, for allowing the sheep to stray upon the highway, and in an action for damages the county court judge held that (1) the defendant had been guilty of (*a*) negligence, or (*b*) nuisance, in allowing the sheep to stray through gaps in a

defective hedge; (2) the accident was the natural consequence thereof; (3) the plaintiffs were entitled to judgment. The Divisional Court reversed this decision on the ground that, even if there was evidence of negligence or nuisance, the sheep were not animals of "a vicious or mischievous propensity," and therefore the accident was not due to the negligence or nuisance. The Court of Appeal similarly held that the defendant was under no duty to the plaintiffs, as members of the public using the road, to keep his sheep from straying upon it, and that the accident was not the direct and natural consequence of the breach of any such duty. In spite of his fine, the defendant was therefore not liable for damages.

It remains to be decided whether cows proceeding unattended along a road at milking time are outside the category of straying animals, so as to render their owner liable for accidents to other road users.

Practice Notes.

AUCTIONEERS' COMMISSION.

(*Continued from* 72 Sol. J., *p.* 840.)

VI.

A CLAIM to commission is often disputed on the ground that the transaction ultimately fell through, as the person introduced as a purchaser failed to complete. The fallacy of this contention is shown by the decision in *Price Davies and Co.* v. *Smith*, 45 T.L.R. 299, in which the claim for commission was upheld, although the writ was issued thirteen days before the date of completion. The plaintiffs on seeing a newspaper advertisement had sent their "particulars form" to the defendant, it being alleged by the plaintiffs—but denied by the defendant—that a blank had previously been filled in, stating that the plaintiffs would require 5 per cent. commission in the event of a sale. The defendant filled in and returned the form, except that—as he alleged—there was still a blank with regard to the commission. Another firm of estate agents, Messrs. Granville and Co., then got into touch with the defendant through the plaintiffs, and the two firms agreed to share the commission. The defendant ultimately sold his property to a client of Granville and Co., and he paid that firm £107 10s. as commission—the sum being £92 10s. short of 5 per cent. on £4,000, the purchase price ultimately realised. The plaintiffs accordingly claimed £92 10s. as their commission, and the jury found that (1) the 5 per cent. was on the form sent to the defendant; (2) the plaintiffs were instrumental in selling the property; (3) Granville and Co. were not sub-agents of the plaintiffs. Mr. Justice Horridge held that (*a*) the commission was earned when the contractual relation had been established between the purchaser and the defendant, and when the purchase price had been fixed; (*b*) the words "total price paid by the purchaser" merely meant a sum which would ultimately become the purchase money, and that when once the purchase price was agreed, the right to commission was not postponed until actual completion; (*c*) the plaintiffs were therefore entitled to judgment for the amount claimed. It was argued on behalf of the plaintiffs that an estate agent had nothing to do with completion, which was done by solicitors, and that an estate agent would get into trouble with The Law Society if he interfered.

Reviews.

Letters of The Empress Frederick. Edited by The Rt. Hon. Sir Frederick Ponsonby, G.C.B., G.C.V.O. Foolscap 4to. pp. xxiii and (with index) 492. Macmillan & Co., Ltd. 25s. net.

The first edition of this most interesting book appeared in October, 1928, and so great has been the demand for it that a reprint was made once in the months of October, November, December, 1928, January, 1929, and it has been reprinted thrice in February, 1929.

These facts alone are sufficient testimony to its worth, and we can assure our readers that the book fully justifies the interest that has been taken in it.

So much has already been written about this work that a further review may seem to be superfluous, but it is of such general interest that we make no apology for adding our own tribute to those which have already appeared.

No one has had more opportunity of knowing the chief actors in the events described in this book than its editor. The son of a close personal friend of the Emperor and Empress, and himself a godson of the Empress, he brought to his work a deep and sympathetic insight into the character of the great lady whom he has set out to champion. Yet, notwithstanding the affection and sympathy which he obviously feels for the Empress, he never falls into hero worship, that fatal trap for the unwary biographer. We see the Empress as she was; headstrong sometimes, often tactless in her strong desire to benefit her people, but through it all she remains a noble character of which both the English and German nations may well be proud.

The work is not, strictly, a biography, for many sides of her character and of her activities are not touched.

The letters quoted hardly refer to her æsthetic and artistic activities and tastes which were such outstanding features of her life.

The avowed purpose of the work "has been to allow the Empress's own words to provide the answer to those cruel and slanderous accusations from which her memory has suffered"; accordingly the greater part of the book is taken up with the incidents which have most bearing on those accusations.

The book amply fulfils its purpose, but we cannot hide our regret that circumstances have made it inexpedient to publish many of the letters.

We are told that the letters were contained in two wooden boxes as big as portmanteaux, and the letters extracted and quoted would not have filled an attaché case. Making full allowance for many of these letters not being of any public interest, we feel that there must have been many more that throw light on contemporary events and on the artistic, social and æsthetic life of Prussia in the "'seventies and the 'eighties."

Most of the letters are to Queen Victoria, and, though these are of very great interest, both as showing the affectionate relations between mother and daughter, and as intimate, and therefore unguarded, expressions of opinion, they do not fully satisfy us.

It cannot be thought that the Empress would express all her most advanced liberal sentiments to the Queen, but there must be many letters in the collection to friends, with like thoughts and feelings to herself, and to whom she could tell all that was in her heart and mind.

It would have been interesting to know a little more of the rise of liberalism in Germany in the middle of the last century from the pen of the Empress, who must have been in touch with the movement, either directly or through her friends. Her æsthetic tastes must have brought her into touch with many young liberals, who may have influenced her views more than she knew or would have cared to confess.

We realise, however, that the time has not yet come for the full story of the Empress's life, and we welcome the glimpse through the half-closed door that has been given to us.

From a purely literary point of view the book is full of charm. The Empress's account of the death-bed of the insane King Frederick William of Prussia and of the Coronation of his successor are gems of the purest quality, and so are her letters to Queen Victoria, written immediately after the death of her baby boy, Prince Sigismund. The language of the extracts from these letters on pp. 60 and 61 is, at times, sublime.

Sir Frederick Ponsonby, though keeping his own personality in the background, contrives with great skill to give an

accurate and interesting historical survey of the period covered by the extracted letters.

Much as we should like to comment upon other attractive features of this book, we must now leave the reader to discover these for himself; but we cannot lay down our pen without mentioning the four excellent photographs illustrating this work, and showing the Empress at or about the ages of seventeen, thirty-six, forty, and sixty.

Books Received.

Municipal and Local Government Law (England). Second Edition. H. E. Smith, LL.B., Solicitor, Town Clerk of Wimbledon. Demy 8vo. pp. xi and (with Index) 259 1929. London: Sir Isaac Pitman & Sons, Ltd. 10s. 6d. net.

Report of the Fifty-first Annual Meeting of American Bar Association held at Seattle, Washington, July 25, 26 and 27, 1928. 1928. Demy 8vo. pp. 1276 (with Index). Baltimore; The Lord Baltimore Press.

The Law of Master and Servant. F. R. Batt, LL.M., Barrister-at-Law, Professor of Commercial Law in the University of Liverpool. Demy 8vo. pp. xxvii and 384 (with Index). 1929. London: Sir Isaac Pitman & Sons, Ltd. 10s. 6d. net.

Butterworth's Yearly Digest of Reported Cases for the year 1928, being the Yearly Supplement to Butterworth's Thirty Year's Digest, containing the Cases decided in the Supreme, Northern Ireland and other Courts. W. S. Goddard, M.A., Barrister-at-Law. Royal 8vo. pp. xx. 314 columns and Alphabetical List of Cases and Chronological List of Statutes. 28 pp. 1929. London: Butterworth & Co. (Publishers), Ltd. 21s. net.

Imperial Finance. By Sidney Russell Cooke and E. H. Davenport. A Study of the Loan Policy of the British Commonwealth of Nations. 1929. 2s. net.

The Landlord and Tenant Act, 1927. *Some Notes on the Practice and Procedure with Suggestions as to Evidence.* S. P. J. Merlin, Barrister-at-Law, one of the Referees under the Act. Being a Series of Articles reprinted from The Solicitors' Journal. 54 pp. 1929. The Solicitors' Law Stationery Society, Ltd., London, Liverpool and Glasgow. 2s. 6d. net.

Minnesota Law Review. Journal of State Bar Association. Vol. 13. No. 4. March, 1929. Minnesota Law Review, Minneapolis, Minn. 60 cents.

Principles of the English Law of Contract and of Agency in its Relation to Contract. The Right Hon. Sir William R. Anson, Bart., D.C.L., Barrister-at-Law. Seventeenth Edition by Sir John C. Miles, M.A., B.C.L., Barrister-at-Law, Fellow of Merton College, Oxford, and J. L. Brierly, M.A., B.C.L., Barrister-at-Law, Fellow of All Souls College, Oxford. Demy 8vo. pp. xl and (with Index) 461. 1929. Humphrey Milford, Oxford University Press. 15s. net, or—with cases illustrating the Law of Contract—36s. net.

Proceedings of the Third Conference of Teachers of International Law. Held in Washington, D.C., 25th and 26th April, 1928. Washington: Carnegie Endowment for International Peace.

The Stock Exchange Official Intelligence for 1929. Being a carefully revised Précis of Information regarding British, Colonial, American and Foreign Securities. Edited by the Secretary of the Share and Loan Department of the Stock Exchange, London: Spottiswoode, Ballantyne & Co. 60s. net.

The High Sheriff of Middlesex (Major Sir W. H. Prescott, C.B.E., barrister-at-law) has appointed Mr. E. H. Fairbairn, solicitor, of the firm of Avery, Son & Fairbairn, of 25, Finsbury-square, E.C.2, and Station-buildings, Tottenham, Undersheriff of that county for the ensuing year. Mr. Fairbairn was admitted in 1902.

Notes of Cases.

Court of Appeal.

***In re* Smalley: Smalley *v.* Scotton.**

Lord Hanworth, M.R., and Lawrence and Russell, L.JJ.

22nd March.

Will—Construction—Gift to "Wife E"—Lawful Wife of Testator named M, but Testator living with reputed "Wife E"—Intention.

The testator, Arthur Smalley, married his wife, Mary Ann, in 1899. He left her about 1910, and in 1915 made the acquaintance of a Mrs. Eliza Ann Mercer, with whom, after her husband's death, he went through a ceremony of marriage, Mrs. Mercer being ignorant of the fact that he was married. He lived with Mrs. Mercer until his death, after which she produced a will by which he had given all his possessions to "my wife Eliza Ann Smalley." His lawful wife, Mary Ann Smalley, claimed the testator's property, and she filed an affidavit to the effect that he had always kept in touch with her, had allowed her 15s. a week, and that he had visited her, or she had visited him, at intervals of three months or so until the time he died. Mrs. Eliza Ann Mercer also claimed.

Eve, J., held that the description "wife" must prevail, and that therefore the lawful wife was entitled. Mrs. Mercer appealed.

Lord Hanworth, M.R., said that the words "Mary Ann" would not fit in with the gift, which was to "Eliza." In *In re Wagstaff: Wagstaff* v. *Jalland*, it was held that the testator meant to use the word "wife" in a secondary sense, that being also a case where there had been a bigamous marriage. In *Doe d. Hiscocks* v. *Hiscocks*, 5 M. & W., at p. 367, Lord Abinger laid down some very interesting rules for construing such a will where there was an ambiguity, and by those rules evidence could be given to explain a misdescription and show what the testator intended. Applying those rules here, there was evidence that the testator was living with Mrs. Mercer, who was by repute his wife, and who was known as such to the two executors of the will. It seemed very unlikely that the testator would make a mistake in the names. There was the difficulty about the word "wife," but the word could be used in a secondary sense, and the word "Smalley" added to the words "Eliza Ann" meant nothing, for it was simply linked with wife. The appeal must be allowed.

Lawrence and Russel, L.JJ., gave judgments to like effect, stating that they thought that the case of *Doe d. Gains* v. *Rouse*, 5 C.B. 424, shed light upon the present appeal.

Counsel: *Manning*, K.C., and *Tyrrell*, for the appellant; *Spens*, K.C., and *Solomon*, for the respondent.

Solicitors: *Emmet & Co.*, for *Denis Hickey*, Manchester; *Adler & Perowne*, for *Creeke & Son*, Burnley.

[Reported by G. T. Whitfield-Hayes, Esq., Barrister-at-Law.]

High Court—King's Bench Division.

H. C. Sutton *v.* Commissioners of Inland Revenue.

Rowlatt, J. 15th March.

Revenue—Super-Tax—Tenant for Life—Income from Trust Fund expended on Upkeep of Property—Assessable as Tenant's Income for Super-Tax Purposes. Case stated by the Commissioners for the Special Purposes of the Income Tax Acts.

The appellant in this case, H. C. Sutton, was tenant for life under the will of his nephew of the mansion "Benham Valance," in Berks, and also of the sporting rights of the deceased's estate in Berks. By the terms of the will appointing two trustees, provision was made for the payment by the trustees out of the income of the deceased's estate of the necessary

sums for the upkeep of the mansion and the preservation of the sporting rights. Income tax was paid by the trustees on the income from the deceased's estate. In the appellant's returns for super-tax for the years ended the 5th April, 1922 to 1927, inclusive, he included no sums in respect of the sums expended by the trustees on the upkeep of the property of which he was the tenant for life. Before the Commissioners he contended that those sums did not form part of his income for the purposes of super-tax. The Crown submitted that they were part of his income and were rightly assessed to super-tax. The Commissioners held that the case was governed by *Tollemache* v. *Commissioners of Inland Revenue*, 43 T.L.R. 58, and that sums expended by the trustees on the upkeep of the property formed part of the appellant's income for super-tax purposes, and they confirmed the assessment. The appellant appealed.

ROWLATT, J., said that the appellant had had the benefit of the sums under the will by way of an equitable proprietary interest. The question was whether that part of the trustees' income, on which they had paid income-tax, had become part of the appellant's individual income for super-tax purposes. In his, his lordship's, opinion, this case was governed by *Drummond* v. *Collins*, 59 SOL. J., 577; 1915, A.C. 1011; here the fund was not the appellant's fund, but it became expendable on his behalf. The appeal was dismissed, with costs.

COUNSEL: *Raymond Needham*, K.C., and *Cyril King*, for the appellant; *The Solicitor-General* (Sir Boyd Merriman, K.C.), and *R. P. Hills*, for the Crown.

SOLICITORS: *Clarke, Square and Mills; Solicitor of Inland Revenue.*

[Reported by CHARLES CLAYTON, Esq., Barrister-at-Law.]

City Tailors Ltd. and Another *v.* Barder. City Tailors Ltd. and Another *v.* Rogers.

Mackinnon, J. 12th and 13th March.

LANDLORD AND TENANT—CLAIM FOR POSSESSION—DAMAGES —TENANT OF SUB-LESSEE HOLDING OVER.

The first plaintiffs in this action, City Tailors Ltd., on the 21st December, 1923, bought the residue of an eighty years' lease given in 1888 at £150 a year of premises at No. 1 Oxford-street, London. At that date in 1923, there was in existence an underlease of the premises made on the 24th June, 1906, at £400 a year for twenty-one years, which expired on the 24th June, 1927. The underlessee was Susan Barder, the first defendant, and in 1914 her late husband had sublet two rooms on the first floor to the second defendant, John J. Rogers, a dentist. Rogers' original tenancy was for three years, but after that he remained on as a quarterly tenant. On the 12th May, 1927, the first plaintiffs gave a lease of the premises for thirty years on a premium of £2,000 and a rent of £2,000 a year to the second plaintiff, Bertram Gilbert, commencing from the 24th June, 1927, the date of the expiry of the underlease to Mrs. Barder. On that date Mrs. Barder handed over such keys as she could, but said that although she had given Rogers notice to quit he had not done so and he refused to do so. The plaintiffs now claimed possession of the whole premises and damages, the second plaintiff requiring the premises as a tailoring establishment. The first defendant, Barder, pleaded that she had done all that she could to give complete possession of the premises; the second defendant, Rogers, said that the second plaintiff, Gilbert, had verbally agreed to allow him to remain on as a tenant from year to year at a rental of £222 per annum.

MACKINNON, J., said that, although he gave his reasons for his judgment both together, it must not be supposed that the two actions were in any way consolidated, or otherwise than separate. He then stated the facts, and said that whatever might have been the contract between Mrs. Barder and Rogers, Rogers' right to remain in the premises terminated when her lease ended on the 24th June, 1927. Rogers well knew that he had to go out, but he had simply stayed on and had not paid anybody a penny rent since that date. The claim by the City Tailors Limited against Mrs. Barder was based on the principle that where a tenant had underlet premises and at the termination of his tenancy his underlessee held over, the landlord could recover against the tenant, as damages, the value of the premises during the whole time that he was kept out of possession. He gave judgment against Mrs. Barder for possession, and estimated the damages she must pay to the City Tailors Limited as £15, and costs. As regarded the action against Rogers, he had stayed in nearly two years, and the sole question was the amount of damages he must pay. He, his lordship, estimated them at £700. There would be judgment against him for immediate possession and for £700, with costs.

COUNSEL: *Singleton*, K.C., and *W. Warren*, for both plaintiffs; *Clement Davies*, K.C., and *A. Safford*, for Barder; *John W. Morris*, for Rogers.

SOLICITORS: *R. Stewart Barnes; Nordon Hugh-Jones and Flinn; Denton Hall & Burgin.*

[Reported by CHARLES CLAYTON, Esq., Barrister-at-Law.]

Probate, Divorce and Admiralty Division.

Veith *v.* Veith. Bateson, J. 18th March.

DIVORCE—JURISDICTION—DOMICIL OF ALIEN RESPONDENT EFFECT OF DEPORTATION ORDER ON DOMICIL OF CHOICE IN ENGLAND.

This was an argument as to the respondent's domicil which had been raised in an undefended suit for dissolution. The respondent husband came to England in 1906, then being a subject of the Austro-Hungarian Empire. He married the petitioner, a natural-born British subject, in 1909, and a child was born in 1911. During the war the respondent was interned in England as an enemy alien. After the war he lived with the petitioner until 1925, when he bigamously married another woman. In September, 1926, on conviction for bigamy, the respondent was recommended for deportation, and in 1927 in pursuance of a deportation order he was deported and went to Czecho-Slovakia. In May, 1928, the wife filed her petition. Counsel for the petitioner submitted that the respondent had a domicil of choice in England. Evidence had been given that he had said that he wished to be naturalised here, where he had his home, and where a brother of his was living. Apart from the deportation order, which was revocable, there was no evidence that the respondent had changed his domicil of choice. There was authority to the effect that persons exiled, or found to have left their country against their will, like the French emigrés in the revolution, or transported convicts, could not be said to have changed their domicil *ipso facto*.

BATESON, J., said that the respondent had only left England owing to an act of State. There was no evidence that he intended to change his domicil. He (his Lordship) would therefore grant a decree, the case to be put in the list for decree *nisi*.

COUNSEL: *J. Reginald Jones*, for the petitioner.

SOLICITORS: *Stone, Morris & Stone.*

[Reported by J. F. COMPTON-MILLER, Esq., Barrister-at-Law.]

SURREY ASSIZES.

The Lord Chancellor has consented to receive, on Wednesday next, a deputation from the Guildford Town Council, who desire to submit further arguments in favour of the retention in Guildford of the Surrey Assizes, which the Surrey County Council has decided to transfer to Kingston-on-Thames.

We understand that the deputation is authorised to give the Lord Chancellor an assurance that Guildford will provide any reasonable accommodation in order to retain the assizes in that borough.

POINTS IN PRACTICE.

Questions from Registered Annual Subscribers only are answered, and without charge, on the understanding that neither the Proprietors nor the Editor, nor any member of the Staff, is responsible for the correctness of the replies given or for any steps taken in consequence thereof. All questions must be typewritten (in duplicate), addressed to The Assistant Editor, 29, Breams Buildings, E.C.4, and contain the name and address of the Subscriber. In matters of urgency answers will be forwarded by post if a stamped addressed envelope is enclosed.

Positive Covenant to Fence—Enforcement of.

Q. 1608. A limited company has a plot of freehold land. It sells the centre section of this land to B and B enters into positive covenants with the company and its successors in title for himself and his successors in title and the persons claiming under him, i.e., to erect and maintain a fence on two boundaries between his plot and the two portions of the company's land retained. The company then conveys to C one of two remaining portions of its land and the last remaining portion to D. B has re-sold his plot and the covenant to fence has never been performed. The benefit of the covenants by B was not passed by the company to C or D in their conveyances. Can C or D enforce the covenants against B? If not, can they do so after obtaining an assignment of B's covenants?

A. As the covenants entered into by B are positive, they are personal only to him and do not run with the land, and consequently cannot be enforced against the purchaser from B, whether he took with notice of them or not: see *Austerberry* v. *Oldham Corporation*, 1885, 29 Ch. D. 750. And the opinion here given is that as B has sold the land, and the company has also parted with its interest in the adjoining lands, neither C nor D can enforce the covenants against B, and that taking assignments of his covenants will place them in no better position.

Re-sale of Land—Costs on.

Q. 1609. A contracts to sell land to B. B inspects deeds in A's possession. B re-sells to C before taking a conveyance from A. C inspects deeds still in A's possession. We shall be glad of your opinion on the following points:—

(1) Who should pay the costs of A's solicitor for the second inspection, B or C?

(2) Is there any authority for A's solicitor making a charge against B or C for perusing the conveyance for extra work consequent on there being another party thereto?

(3) A's solicitor is in a different town to B and C's solicitors (who are in the same town) and the contract does not specify a place for completion. C's solicitor therefore incurs travelling and other expenses and spends half a day in journeying to and from A's office to complete. Can C's solicitor make any charge against B in respect of so doing?

A. The sale and re-sale are here carried through by one deed solely for the convenience of the original purchaser, B, and to save him expense—particularly stamp duty. Bearing this in mind, and on the assumption that the contract for re-sale is silent on the points raised, the advice here given is that—

(1) B should pay these costs.

(2) By general usage and custom A's solicitor is entitled to make a reasonable charge, which should be paid by B.

(3) The travelling expenses and reasonable charges of C's solicitor should also be paid by B, as they are incurred by C solely for B's benefit.

Mortgage Interest paid in Lieu of Notice—Tax.

Q. 1610. Is a mortgagor, paying off a mortgage and paying interest in lieu of notice, entitled to deduct income tax from the interest so paid? It does not appear to be interest in the ordinary sense of the term, since it is not paid in pursuance of any contract, but rather in the nature of damages. The contract between the mortgagor and the mortgagee is that the mortgage can be paid off at any time on six months' notice. By paying off the mortgage without the full notice, the mortgagor is, in a sense, committing a breach of the contract, the damages for which have, for the sake of convenience, been fixed at six months' interest. If the payment is in the nature of damages, it does not appear to be liable to tax: see *Schulze* v. *S. W. Bensted*, 7 Tax Cas., pp. 33 and 34.

A. The position here appears to be that, had the usual six months' notice been given, the six months' interest in question would not have been payable until the expiration of the notice, but as such notice was not given, the interest was paid in advance in lieu of it. The opinion here given is that the scope of, and the net cast by, the various Income Tax and Finance Acts is sufficiently wide to rope it in, and that the mortgagor is entitled to deduct tax.

Rents Acts and Executor of Statutory Tenant.

Q. 1611. A was the yearly tenant of a house controlled by the Rent Restriction Acts. The landlord gave notice to A determining the tenancy for the purpose of raising the rent. The rent was subsequently raised to the extent permitted by the Rent Restriction Acts. A has recently died, having by his will appointed his housekeeper, B, who was no blood relation, the sole executrix thereof. She is now desirous of continuing the statutory tenancy. According to the decision of the court in the case of *Collis* v. *Flower*, 1921, 1 K.B. 409, it is clear that an executor of a tenant is protected under the Acts where the notice to quit is given to the executor after the death of the tenant. As to whether the executor of a statutory tenant, that is, where the notice to quit is given by the landlord prior to the death of the tenant, is protected under the Acts, *vide* the *dictum* of McCardie, J., in *Mellows* v. *Low*, 1923, 1 K.B. 522, but *contra* Bankes, L.J., in *Keeves* v. *Dean*, 130 L.T.R. 593, and MacKinnon, J., in *Salter* v. *Lask*, *No.* 2, 1925, 1 K.B. 584. We shall be glad of your opinion as to whether (1) B in the circumstances of this case is protected under s. 15 of the Rent Restriction Acts; if not (2) whether she is protected as a member of the tenant's family under s. 12 (1) (*g*) of the Act.

A. Both questions are answered in the negative, in view of the remarks of Scrutton, L.J., in *Roe* v. *Russell*, 44 T.L.R., at p. 280, viz.: "It would seem that since, as appears from *Keeves* v. *Dean*, *supra*, the statutory tenant cannot assign his interest *inter vivos*, it is very improbable that he can assign by will, but it does not seem that the legislature has considered the matter at all."

Agricultural Holding—Devise of Reversion to Agricultural Tenant for a Life Estate—Tenant Right.

Q. 1612. A is tenant to his father B, of a farm. On entering he paid his father an ingoing valuation. The father died in 1928, leaving the farm to his son, the tenant, for his life, and afterwards to his trustees upon certain trusts. How, when and against whom should the son claim tenant right? And does it make any difference whether the father's executors have, or have not, assented to the devise to the son? At present the executors have not assented.

A. We express the opinion, though with some difficulty, that A cannot claim tenant right unless he disclaims the devise. He cannot be both landlord and tenant. We doubt whether the question of assent is material unless the tenancy ended by effluxion of time before assent, and even then it might well be argued that A was his own landlord as being entitled to the rent, as it is possible to be entitled to and in receipt of rent before assent (A. of E. Act, 1925, s. 43 (1)).

Societies.

Central Criminal Court Bar Mess.

The annual dinner of the Central Criminal Court Bar Mess was held in the Connaught Rooms, Kingsway, on Monday, 8th April, Mr. G. D. Roberts being in the chair. Those present included the Lord Mayor of London, The Lord Chief Justice (Lord Hewart), Mr. Justice Swift, Mr. Justice Humphreys, the Recorder of London (Sir Ernest Wild, K.C.), the Common Serjeant (Sir Henry Dickins, K.C.), Sir Claud Schuster, K.C., Sir Ernley Blackwell, K.C.B., Sir Leonard Kershaw, Sir Guy Stephenson, C.B., Alderman and Sheriff Sir W. Waterlow, K.B.E., Mr. Sheriff Coxen, Sir Herbert Austin, Sir H. Curtis-Bennett, K.C., Mr. Roland Oliver, K.C., Mr. W. Ingram, K.C., Mr. J. H. Harris, Mr. Anthony Pickford, Mr. J. H. White (The Chief Commoner), Lt.-Col. Sir H. S. Turnbull, Mr. Silvester Richards, Mr. Deputy and Under-Sheriff T. H. Deighton, Mr. Under-Sheriff W. H. Champness, Capt. F. H. L. Stevenson, Dr. Morton, Mr. C. Aagaard (Royal Danish Legation), Maître F. Allemès (Legal Adviser, French Embassy), Mr. C. G. Austin, Mr. H. C. Bickmore, Mr. R. J. Blackham, Mr. T. Campbell, Mr. M. Campbell-Johnston, Mr. G. B. Canny, Lord Carnock, Miss C. Colwill, Mr. E. H. Coumbe, Mr. F. Crossley, Mr. F. A. Dod, Col. F. Sandford Dod, Mr. Gerald Dodson, Mr. J. F. Eastwood, Mr. H. Elam, Mr. J. F. Vesey Fitzgerald, Mr. W. G. Fossick, Mr. Julian Fuller, Mr. Marston Garsia, Mr. A. McD. Gordon, Mr. C. Graham Grant, Dr. R. L. Guthrie, Mr. C. D. Harris, Mr. E. Anthony Hawke, Mr. F. Hinde, Mr. John Horridge, Mr. Christmas Humphreys, Mr. S. T. T. James, Mr. G. M. Kenyon, Mr. J. Kung, Sir David Kyd, Mr. D. Leggatt, Mr. F. D. Levy, Mr. H. F. Lofts, Mr. A. E. McCloskey, Mr. G. B. McClure, Mr. St. J. McDonald, Mr. A. Majid, Mr. L. M. May, Mr. J. B. Montague Mr. Beaufoi Moore, Rev. Cyril Moore, Mr. C. R. Morden, Mr. T. E. Morris, Mr. Wilfrid Nops, Mrs. Normanton, Mr. B. L. A. O'Malley, Dr. Pallicia (Legal Adviser, Italian Embassy), Miss E. Phipps, Mr. F. J. Powell, Mr. Geoffrey Raphael, Miss Rita Reuben, Mr. D. Rhodes, Mr. J. Ricardo, Mr. H. D. Roome, Miss Enid Rosser, Mr. C. Samman, Mr. H. B. Samuel, Mr. J. L. Sheffield, Mr. H. E. Shepherd, Brig.-Gen. Manley Sims, Mr. W. R. Hornby Steer, Miss V. Stephenson, Mr. J. Wells Thatcher, Major Thatcher, Mr. H. S. E. Vanderpant, Mr. L. Vine, Mr. E. Jones Williams, Mr. E. J. Wood, Mr. W. S. Wright, Mr. H. T. Wright (Hon. Treasurer) and Mr. Albert Crew (Secretary).

Law Students' Debating Society.

A meeting of the Society was held at The Law Society's Hall, on Tuesday, the 9th inst. (chairman, Mr. W. M. Pleadwell), when the subject for debate was "That the case of *Carlton Hall Club* v. *Lawrence*, 45 T.L.R. 195, was wrongly decided." Mr. S. Lincoln opened in the affirmative, and was seconded by Mr. E. Lowden; whilst Mr. E. F. Iwi opened in the negative, supported by Mr. C. N. Bushell. The following members also spoke: Messrs. H. Daniels, G. Roberts and G. Thesiger. The opener replied, and the chairman having summed up, the motion was submitted to the meeting and carried by three votes. There were twenty members present.

In Parliament.

House of Commons.

Questions to Ministers.

FRAUDULENT EMPLOYMENT AGENCIES.

Mr. Day asked the Home Secretary whether his attention has been called to the growing number of cases in which the public are being imposed upon by fraudulent employment agencies; and whether it is his intention to amend the Public Health Act of 1907 so as to give the public more protection against the operations of these agencies?

Sir W. Joynson-Hicks: Complaints are occasionally received on this matter, but I have no evidence before me to show that the number of fraudulent agencies is growing, and the Government are not proposing to introduce amending legislation. 21st March.

HEAVY MOTOR VEHICLES (PNEUMATIC TYRES).

Sir A. Holbrook asked the Minister of Transport if he will give information as to what extent heavy motor vehicles are taking advantage of reduction in taxation by substituting pneumatic instead of solid tyres; and whether the Government will give further encouragement by further reduction to alleviate vibration, of which householders complain?

Colonel Ashley: The information referred to in the first part of the question will not be available until the census of motor vehicles has been taken in September next in ordinary course, but I trust that the inducement of the existing rebate will be found to have been material. 25th March.

TRUSTEE SECURITIES.

Mr. Looker asked the Chancellor of the Exchequer whether he will consider the question of setting up a committee to consider the desirability of extending the present list of trustee investments, in view of the changed conditions in the investment market as compared with those which were prevalent when the existing list of trustee securities was prescribed?

Mr. Samuel: The matter was thoroughly investigated only last year by the Trustee Securities Committee and I would refer the hon. member to their published report (Cmd. 3107), in particular to para. 20. 25th March.

Rules and Orders.

The Crown Office Fees (Judicial Committee) Order, 1929. Dated 25th February, 1929.

I, Douglas McGarel Lord Hailsham, Lord High Chancellor of Great Britain, by virtue of the Great Seal Offices Act, 1874 (37 & 38 Vict. c. 81), and of every other power or authority enabling me in this behalf, and with the concurrence of the Lords Commissioners of His Majesty's Treasury, do hereby order and appoint that the fee to be taken in the Office of the Clerk of the Crown in Chancery in respect of the appointment of a Member of the Judicial Committee of the Privy Council shall be as follows:—

On the Letters Patent £25

This Order may be cited as the Crown Office Fees (Judicial Committee) Order, 1929.

Dated the 25th day of February, 1929.

Hailsham, C.

The Lords Commissioners of His Majesty's Treasury concur in this Order.

David Margesson.
Titchfield.

The County Court Fees (Amendment) Order, 1929. Dated March 27, 1929.

The Lord Chancellor and the Treasury, in pursuance of the powers and authorities vested in him and them respectively by section 165 of the County Courts Act, 1888,(*a*) as amended by the County Courts Act, 1924,(*b*) section 2 of the Public Offices Fees Act, 1879,(*c*) and section 237 and 238 of the Companies (Consolidation) Act, 1908,(*d*) do hereby, according as the provisions of the above-mentioned enactments respectively authorise and require him and them, make, concur in, and sanction the following Order:—

1. In this Order a Fee referred to by number means the Fee so numbered in the Table of Fees contained in the Schedule to the County Court Fees Order, 1925.(*e*)

2. In Fee No. 1 (ii) (*b*) the following paragraph shall be added to the note in the column headed "Description of Proceeding":—

"*If the rent is a nominal rent or there is no rent, then the directions contained in Fee No.* 1 (ii) (*a*) *shall apply and the amount prescribed in that Fee shall be payable in lieu of the amount prescribed above in this Fee.*"

3. In Fee No. 4 the following words shall be added to the description of the proceeding:—

"or to amend the name or description of the defendant as stated in the affidavit of debt."

4. In Fee No. 13 the following paragraph shall be substituted for the first paragraph of the existing note:

"*This fee is payable*

(a) *Where an action is referred to the Registrar or other officer of the Court under the County Courts Act*, 1888, *section* 104, *or the County Courts Act*, 1919, *section* 6;

(b) *on the hearing of an application to vary or remit the report of a referee other than the Registrar under Order* 20A, *Rule* 1 (2) (i);

(d) *on the hearing of a garnishee summons, but subject to the provisions of Order* 26, *Rule* 6.

(*a*) 51–2 V. c. 43. (*b*) 14–5 G. 5. c. 17. (*c*) 42–3 V. c. 58.
(*d*) 8 E. 7. c. 69. (*e*) S.R. & O. 1925 (No. 1234) p. 186.

5. In Fee No. 16—

(*a*) the following paragraph and note shall be added to the description of the proceeding :—

"(vi) on the report of a referee (other than the Registrar or an officer of the Court) under the County Courts Act, 1888, section 104, or the County Courts Act, 1919, section 6.

This fee is not payable where Fee No. 13 has been paid."

(*b*) the words "the suitor claims to enter judgment" shall be substituted for the words "judgment is to be entered" in the column headed "Amount of Fee."

6. The following paragraph shall be added to the note to Fee No. 51 :—

"*This fee is payable (in lieu of Fee No. 21) on the taxation of a solicitor and client bill referred to the Registrar.*"

7. The following Fee shall be substituted for Fee No. 54 :—

Description of Proceeding.	*Amount of Fee.*
54.—(1) On an application under Order 25, rule 10, 10a or 11, for leave to issue execution	For every £ of the amount remaining due on the judgment or order, 1*s.* Maximum fee. 5*s.*
(ii) On an application under Order 25, rule 14, for leave to proceed—	
(*a*) on a judgment for the recovery of a sum of money ..	Fee No. 54 (i)
(*b*) in any other case ..	5*s.*

8. In every of the following Fees, namely Nos. 55, 56, 65 (i), 65 (ii) and 70, in the column headed "Amount of Fee," "1*s.* 6*d.*" shall be substituted for "1*s.*" and "£1 1*s.*" shall be substituted for "£1 10*s.*"

9. In Fee No. 90 the words "for travelling and subsistence" shall be inserted after the words "expenses of the officer" in the first paragraph of the note.

10. In Fee No. 92—

(*a*) the words "*Transfer of money from High Court*" shall be substituted as a heading for the words "Money or damages in Court";

(*b*) the words "or payment" shall be inserted after the words "On transfer" in the description of the proceeding.

(*c*) the words "or paid in by order of" shall be inserted after the words "received from" in the note.

11.—(1) This Order may be cited as the County Court Fees (Amendment) Order, 1929.

(2) The County Court Fees Order, 1925, as amended by the County Court Fees Order, 1926,(*a*) the County Court Fees Order, 1927,(*b*) and the County Court Fees Order, 1928,(*c*) shall have effect as further amended by this Order.

(3) This Order shall come into operation on the 1st day of April, 1929.

Dated the 27th day of March, 1929.

Hailsham. C.

Lords Commissioners of His Majesty's Treasury. { *Euan Wallace.* *F. George Penny.*

(*a*) S.R. & O. 1926 (No. 1626) p. 354. (*b*) S R & O. 1927 (No. 327) p. 315.
(*c*) S R. & O. 1928 (No. 632) p. 415.

Court Papers.

Supreme Court of Judicature.

ROTA OF REGISTRARS IN ATTENDANCE ON

	EMERGENCY ROTA.	APPEAL COURT No. 1.	MR. JUSTICE EVE.	MR. JUSTICE ROMER.
Mon. Apl. 15	Mr. More	Mr. Jolly	Mr. Ritchie	Mr. Blaker
Tuesday .. 16	Ritchie	Hicks Beach	*Blaker	Jolly
Wednesday 17	Bloxam	Blaker	*Jolly	Ritchie
Thursday . 18	Jolly	More	*Ritchie	Blaker
Friday 19	Hicks Beach	Ritchie	*Blaker	Jolly
Saturday... 20	Blaker	Bloxam	Jolly	Ritchie
	MR. JUSTICE MAUGHAM.	MR. JUSTICE ASTBURY.	MR. JUSTICE CLAUSON.	MR. JUSTICE LUXMOORE.
Mon. Apl. 15	Mr. Jolly	Mr. Hicks Beach	Mr. *More	Mr. Bloxam
Tuesday .. 16	*Ritchie	*Bloxam	Hicks Beach	More
Wednesday 17	Blaker	*More	*Bloxam	Hicks Beach
Thursday . 18	*Jolly	*Hicks Beach	More	Bloxam
Friday 19	Ritchie	Bloxam	*Hicks Beach	More
Saturday .. 20	Blaker	More	Bloxam	Hicks Beach

* The Registrar will be in Chambers on these days, and also on the days when the Courts are not sitting.

EASTER SITTINGS, 1929.

COURT OF APPEAL.

IN APPEAL COURT NO. I.

Tuesday, 9th April.—Exparte Applications, Original Motions, Interlocutory Appeals from the Chancery and Probate and Divorce Divisions, and if necessary, Workmens Compensation Appeals.

Wednesday, 10th April and until further notice. — Workmens Compensation Appeals after which, Revenue Appeals will be heard.

IN APPEAL COURT NO. II.

Tuesday, 9th April.—Exparte Applications, Original Motions, Interlocutory Appeals and, if necessary, Final Appeals from the King's Bench Division.

Wednesday, 10th April and until further notice.—Final Appeals from the King's Bench Division.

HIGH COURT OF JUSTICE.

CHANCERY DIVISION.

GROUP I.

In Causes and Matters assigned to Mr. Justice EVE, Mr. Justice ROMER and Mr. Justice MAUGHAM.

Mr. Justice EVE.

THE WITNESS LIST.—PART II.

Mr. Justice EVE will sit daily for the disposal of the List of longer Witness Actions.

Mr. Justice ROMER.

THE NON-WITNESS LIST.

Mondays .. Chamber Summonses.
Tuesdays .. Mots., Sht Causes, Pets., Procedure Summonses, Fur. Cons. and Adjd. Summonses.
Wednesdays Adjd. Summonses.
Thursdays .. Adjd. Summonses, Lancashire Business will be taken on Thursdays, the 11th and 25th April and 9th May.
Fridays .. Mots. and Adjd. Summonses.

Mr. Justice MAUGHAM.

THE WITNESS LIST.—PART I.

Actions, the trial of which cannot reasonably be expected to exceed 10 hours.

Mondays .. Companies (Winding up) Business.
Tuesdays, Wednesdays, Thursdays, Fridays } The Witness List. Part I.

GROUP II.

In Causes and Matters assigned to Mr. Justice ASTBURY, Mr. Justice CLAUSON and Mr. Justice LUXMOORE.

Mr. Justice ASTBURY.

THE WITNESS LIST.—PART II.

Mr. Justice ASTBURY will sit daily for the disposal of longer Witness Actions.

Mr. Justice CLAUSON.

THE WITNESS LIST.—PART I.

Actions, the trial of which cannot reasonably be expected to exceed 10 hours.

Mondays, Tuesdays, Wednesdays, Thursdays, Fridays } The Witness List. Part I.

Bankruptcy Judgment Summonses wi be taken on Mondays the 15th Apr and 6th May.

Bankruptcy Motions will be taken on Mondays, the 22nd April and 13th May.

A Divisional Court in Bankruptcy will sit on Wednesday the 1st May.

Mr. Justice LUXMOORE.

THE NON-WITNESS LIST.

Mondays .. Chamber Summonses.
Tuesdays .. Mots., Sht Causes, Pets. Procedure Summonses Fur. Cons. and Adjd Summonses.
Wednesdays Adjd. Summonses.
Thursdays .. Adjd. Summonses.
Fridays .. Mots. and Adjd. Summonses.

THE COURT OF APPEAL.

A list of Appeals for hearing, entered up to Thursday, March 28th, 1929

FROM THE CHANCERY DIVISION.

(Final List.)

For Judgment.

Re Barclay Gardner *v.* Barclay

For Hearing.

Re Sherborne Settled Estates Re Settled Land Act, 1925
Philippi v Administrator of German Property
Re Bailey Stonehouse v Bailey
Re Wrangle Wright v Wrangle
J B Stone & Co ld v Steelace Manufacturing Co ld
Re Jones Jones v Cusack-Smith
Re E V Huxtable, a Solr, &c. Re Taxation of Costs
Lektophone Corpn v S G Brown ld
Same v Same
Re Gates Gates v Cabell & ors
Thompson v Warner Bros Pictures ld
Berkeley v Palmer
The Great Western Ry Co v The Monmouthshire County Council
Re Williams' Settlement Greenwell v Humphries

(In Bankruptcy.)

Re a Debtor (No. 76 of 1929) Expte The Debtor v The Petitioning Creditor & The Official Receiver
Re Pyke Expte E Obermer v F S Salaman, The Trustee

FROM THE PROBATE AND DIVORCE DIVISION.

(Final List).

Divorce Vigon v Vigon & Kuttner
Probate Re Villemant Sutherland v Torry

FROM THE CHANCERY AND PROBATE AND DIVORCE DIVISIONS.

(Interlocutory List.)

The Jaegar Co ld v Prof Dr G Jeager
Divorce Burrowes v Burrowes
Divorce Adami v Adami

FROM THE KING'S BENCH DIVISION.

(Final and New Trial List.)

Newsholme Brothers v The Road Transport & General Insurance Co ld (pt hd)
Ramsden v David Sharratt & Sons ld
The United Shipping Co ld v Assicurazioni Generali
Cassidy v The Daily Mirror Newspapers ld
Hale v Manley
De Zoysa & Co v Wm Hurlock junr ld
Cox v Delofords ld
Lee v Marvin
Trading Company & J L Hoff v De Rougemont
Same v Same
Same v Union Insce Soc of Canton ld
Same v Same
Herbert Wilcox Productions ld v First National Pictures ld
Jones v Lewis
Midland Motor Showrooms v Newman
Parker v Fifield
Pedestros ld v Desoutter Bros ld
Madden v Hackett
Staples v Raphael
Same v Same

Thompson v The London Midland & Scottish Ry Co
Baker v The Western Import Co ld
May v May
Price Davies & Co v Smith
Acton v Thompson
Humphrey v Harrison (to be in list first day Final Appeals are taken in Easter Sittings)
City Tailors ld v Barder
De Biere v Goodson
The London County Council v Abrahams

FROM THE KING'S BENCH DIVISION

(Revenue Paper—Final List.)

Leeming v R H B Jones Inspector of Taxes
Birmingham Corpn v Commrs of Inland Revenue
Salisbury House Estate ld v C Fry H.M. Inspector of Taxes
Attorney-General v Quixley
Dreyfus v The Commrs of Inland Revenue
Same v Same
C Fry, H.M. Inspector of Taxes v Burma Corpn ld
Commrs of Inland Revenue v Dalgety & Co ld
S G Ereaut, H.M. Inspector of Taxes v The Girls' Public Day School Trust ld
Wall v A B Cooper Inspector of Taxes
Attorney-General v The Glen Line ld

(Interlocutory List.)

Thornley, H.M. Inspector of Taxes v Brown

FROM THE KING'S BENCH DIVISION.

(Interlocutory List.)

Tovarichtestvo Melekesskoi Lnopraidinor Tzaskoi Manufakturi v De Jersey & Co ld
B L Shipping Co (Inc) v Pilot Trading Co ld

FROM THE ADMIRALTY DIVISION.

(Final List.)

(With Nautical Assessors.)

Mansepool—1928—Folio 378 The West Carglaze China Clay Co ld v The Owners of s.s. Mansepool

Re The Workmen's Compensation Acts.

(From County Courts.)

Long & Pocock ld v Pollit
Deacon v Cory Brothers & Co ld
Stevens v Birmingham Corpn
Marchant v The Char Steam Trawling Co ld
Edwards v The Ocean Coal Co ld
Gerrard v Manchester Corpn
Lewis v The Tredegar Iron & Coal Co ld
Evans v The Ebbw Vale Steel Iron & Coal Co ld
Mockbill v Owners of s.s. Homer City
Statham v The Oxcroft Colliery Co ld
Emery v Clutton
Mears Brothers v Davies
Black v Owners of s.s. Hesperides

STANDING IN THE "ABATED" LIST.

FROM THE KING'S BENCH DIVISION.

(Interlocutory List.)

Pusey v H Boot & Sons ld (s.o. liberty to restore (July 6))
Tatham v Garner (s.o. generally (Dec. 7))

(Revenue Paper—Final List.)

Attorney-General v J J Lane ld (s.o. generally (Oct 17))
Miller (Inspector of Taxes) v Ellery & Co ld (s.o. Oct 16)
Collyer (Inspector of Taxes) v Hoare & Co ld (s.o. Dec. 19)

HIGH COURT OF JUSTICE—CHANCERY DIVISION.

For the purpose of securing the more speedy disposition of business and especially of the shorter Witness Actions, the Judges of the Chancery Division are divided into two groups of three each, and there are three lists, namely: The Non-Witness List, The Witness List Part I, into which the shorter Witness Actions will go, and the Witness List Part II, into which the longer Witness Actions will go.

GROUP I:—Mr. Justice EVE, Mr. Justice ROMER and Mr. Justice MAUGHAM.

GROUP II:—Mr. Justice ASTBURY, Mr. Justice CLAUSON and Mr. Justice LUXMOORE.

EASTER SITTINGS, 1929.

GROUP I.

Mr. Justice EVE will take Part II of the Witness List.

Mr. Justice ROMER will take the Non-Witness business as set out in the Easter Sittings Paper.

Mr. Justice MAUGHAM will take Part I of the Witness List. Companies (Winding up) business will be taken on each Monday.

GROUP II.

Mr. Justice ASTBURY will take Part II of the Witness List.

Mr. Justice CLAUSON will take Part I of the Witness List. Bankruptcy business will be taken as announced in the Easter Sittings Paper.

Mr. Justice LUXMOORE will take the Non-Witness business as set out in the Easter Sittings Paper.

HIGH COURT OF JUSTICE—CHANCERY DIVISION.

Set down to March 28th 1929.

GROUP I. In Causes and Matters assigned to Mr. Justice EVE, Mr. Justice ROMER and Mr. Justice MAUGHAM.

Before Mr. Justice EVE.

For Judgment.

Adjourned Summons.

Re Burrage Settlement Trusts National Provincial Bank ld v Burrage

For Hearing.

Retained Adjourned Summonse's
Re Yapp Reynolds v Millichip
Re Hutton Hutton Attenborough v Hutton
Re Talbot Franklen v Williams

Witness List. Part II.

Gowen v Crisp (not before Trinity)
Tolley v Hawkins
Attorney-General v Cambridge C C (not before Trinity)
Marconi's Wireless Telegraph Co ld v Economic Electric Lamp Co
Re Lydenburg Proprietary Mines ld Price v The Company (not before April 15)
Ford v Minter
Mitchell v Meredith (s.o. for particulars)
Parsons & Co ld v Broome
J C G Syndicate ld v National Bank ld
Egan v Attorney-General (fixed for April 15)
Re Barker Coulson v Barker
Mostyn v Darwyn & Mostyn Iron Co ld
Enticknap v Humbys ld
Attorney-General v Pepper
Ethelburga Syndicate ld v De Laveleye (not before May 1)
Re Profits & Income Insurance Co ld Re Companies (C) Act 1908 The Company v Colquhoun (not before May 13)
Stubbs v Barclays Bank ld
The Elswick Hopper Cycle & Motor Co ld v The Bowden Brake Co ld (not before April 22)
Bach v Michaels
The Wellington Mills (Oldham) ld v Wright
Trafford v Thrower
Taylor, Walker & Co ld v Saunders
Stevens v Borough of Hampstead
Slaters & Bodega ld v John Morley ld
Miranda ld v Haymovitch
Mitford v Edgar
Re Colbourne Colbourne v Millington

Before Mr. Justice ROMER.

Further Consideration.

Re Waller Waller v Waller

Short Cause.

Jones v Williams

Adjourned Summonses.

Re Marx Smallpeice v Marx
Re King Pettingell v Boll
Re Michelham Will Trusts Coutts and Co v Michelhan
Re Charrington Eldridge v Charrington
Re Lonsdale Settled Estates and re Settled Land Act
Lonsdale v Crawfurd
Re Radcliffe Thomas v Gwynne Maitland
Re Shaw Shaw v Delmore
Re Moll's Settlement Moll v Harris
Re Reissmann Riceman v Reissmann

Before Mr. Justice MAUGHAM.

Retained Witness Action.

Gregoriades v F L Smith ld

Witness List. Part I.

Actions, the trial of which cannot reasonably be expected to exceed 10 hours.

Attorney-General v Sunderland Corporation (not before Trinity)
Re Black Black v Black (s.o. for Commission)
Timms v Napper
Kiddie v The Port of London Authority
Arthur v Bisschop
Green v Weatherill
Bowyer-Smythe v Houghton Bros (fixed for 16 April)
Societe La Parfumerie Nilde v Ernalde ld
Bosworthick v Clegg
Farley v Martin (not before 7th May)
Necchi v Corsini
Re The Home & Colonial Insce Co ld and re Companies (C) Act, 1908
Campion v Campion
Hovsha v Hovsha
Richards v Del Barrio
Gottschalk v Davis
Curtis Moffat ld v Wheeler
Shadforth v Billing
Andrews v The United Steel Wire Mills ld
Same v Riley
Hodges v Kerr, Stuart & Co ld
Green v Whitehead

COMPANIES (WINDING UP) and CHANCERY DIVISION.

Petitions (to wind up).

Alliance Bank of Simla ld (petn of L W Warlow-Harry—ordered on May 6 1924 to s.o. generally)
Robert Young's Construction Co ld (petn of London Asphalte Co ld—s.o. from Jan 20 1925 — liberty to apply to restore)
H A P P Tanning Co ld (petn of J B Maclean and ors—ordered on June 2 1926, to s.o. generally)
Trinidad Land & Finance Co ld (petn of A H Clifford & anr, trading as Clifford & Clifford —ordered on June 15 1926 to s.o. generally)
Dillwyn Colliery Co ld (petn of E E Bevan—ordered on Oct 15 1928 to s.o. generally—liberty to restore)
Blue Bird Oil Importers ld (petn of L M Heller—s.o. from March 18 1929 to April 15 1929)
Industrial & Commercial Society Wladimir Alexeew (petn of Nicolas Buchheim—s.o. from March 11 1929 to April 15 1929)
Hollis Woodworking Engineering Co (London) ld (petn of R A Lister & Co ld—s.o. from March 18 1929 to April 15 1929)
I H Merchant & Co ld (petn of S & M Myers ld—s.o. from March 25 1929 to April 15 1929)
Silka ld (petn of F F Parker—s.o. from March 25 1929 to April 15 1929)
Maple Flock Co ld (petn of J W G Willison—s.o. from March 25 1929 to April 15 1929)
Blue Bird Petrol ld (petn of W H White—s.o. from March 25 1929 to April 15 1929)
Robert H Ruddock ld (petn of John Rissen (1923) ld & anr—s.o. from March 25 1929 to April 15 1929)
Margot Printing Co ld (petn of Smith Bros & Co (Printers) ld —s.o. from March 25 1929 to April 15 1929)

(To be continued.)

VALUATIONS FOR INSURANCE.—It is very essential that all Policy Holders should have a detailed valuation of their effects. Property is generally very inadequately insured, and in case of loss insurers suffer accordingly. **DEBENHAM STORR & SONS (LIMITED)**, 26, King Street, Covent Garden, W.C.2, the well-known chattel valuers and auctioneers (established over 100 years), have a staff of expert valuers, and will be glad to advise those desiring valuations for any purpose. Jewels, plate, furs, furniture, works of art, bric-a-brac a speciality.

Legal Notes and News.

Honours and Appointments.

Mr. H. R. ANDERSON, Town Chamberlain, and Clerk to the Forfar District Committee of the Forfarshire County Council, has been appointed County Clerk.

Mr. C. LESLIE RUTTER, solicitor, of the firm of Rutter and Rutter, Wincanton, Somerset, has been appointed Coroner of the South Eastern District of Somerset. Mr. Rutter was admitted in 1920 and also holds the appointment of Clerk to the River Cale and Cary Moor Drainage Board.

Mr. C. J. P. CADWALLADER JOWETT, solicitor, Church House, Yeovil, has been appointed Registrar of Yeovil County Court. Mr. Jowett was admitted in 1920.

The Carlisle City Council at their meeting held on the 9th inst., unanimously appointed Mr. FREDERICK GEORGE WEBSTER, solicitor, the present Deputy Town Clerk, as Town Clerk, Clerk of the Peace, Solicitor and Legal Adviser to the Education Authority, and Chief Executive Officer of the Council, as and from the 1st July next, following the retirement of Mr. A. H. Collingwood, solicitor, after forty years' service as town clerk. Mr. Webster was admitted in 1921.

Professional Announcements.

(2s. per line.)

ROOKS, WALES & POWER, of 16, King-street, Cheapside, E.C.2, announce that Mr. SYDNEY WALES, who has been a partner for over forty-four years, retired as from 31st March, 1929.

GALSWORTHY & BEDWELL, of 12, Old Jewry-chambers, E.C.2, announce that Mr. EDWIN HENRY GALSWORTHY retired as from 5th April, 1929.

At the same time, an amalgamation has been arranged between ROOKS, WALES & POWER, GODWIN & SON, of 26, Cannon-street, E.C.4, and GALSWORTHY & BEDWELL. The amalgamated practice will be carried on at 16, King-street, E.C.2, as from 5th April, 1929, under the style of "Rooks, Wales, Godwin & Galsworthy" by Mr. Basil Roy Power, Mr. Harry Godwin and Mr. Leonard James Bedwell.

Mr. CECIL SUGDEN, solicitor and son of Mr. H. Stanley Sugden, of the firm of Sugden, Hextall & Beal, solicitors, 62 and 63, Cheapside, E.C.2, has now been made a partner in the firm of Messrs. Hill, Dickinson & Co., solicitors, 10, Water street, Liverpool, and Fenton House, 112, Fenchurch-street, E.C.3.

Messrs. SMITHS, FOX & SEDGWICK, solicitors, have removed their offices from 26, Lincoln's Inn-fields, W.C.2, to No. 1, New Court, Carey-street, Lincoln's Inn, W.C.2. The telephone number is now Holborn 5807.

KING EDWARD'S HOSPITAL FUND FOR LONDON.

A new series of public debates ("Lectures and Counter-Lectures") will be held at the London School of Economics this year, in aid of King Edward's Hospital Fund for London. The organising committee, under the chairmanship of Mr. W. B. Maxwell, have prepared another interesting programme, which will open on Tuesday, the 23rd inst., at 5.30, with a debate between Miss Rose Macaulay and Mr. Angus Malcolm, son of Sir Ian Malcolm, and undergraduate of New College, Oxford, on "To-day or Yesterday?" The chair will be taken by Lord Gorell. Particulars can be obtained from the Secretary, King Edward's Hospital Fund for London, 7 Walbrook, E.C.4.

LEGAL & GENERAL ASSURANCE SOCIETY LIMITED.

No. 10, FLEET-STREET, LONDON, E.C.4.

Notice is hereby given that the Annual General Meeting of the Society will be held at this office on Tuesday, the 23rd inst., at two o'clock in the afternoon, to receive and consider the Annual Report and Accounts, to declare a dividend, to elect Directors in the place of those retiring, and to appoint Auditors.

The Directors retiring by rotation are: John Reginald Marriott, Esq., E. Honoratus Lloyd, Esq., K.C., and Charles P. Johnson, Esq., J.P.

The Auditors also retire at such meeting.

The retiring Directors are eligible for immediate re-election and the Auditors for re-appointment.

By Order of the Board.
W. A. WORKMAN,
General Manager.

9th April 1929.

Stock Exchange Prices of certain Trustee Securities.

Bank Rate (7th February, 1929) 5½%. Next London Stock Exchange Settlement Wednesday, 24th April, 1929.

	Middle Price 10th April	Interest Yield.	Yield with Redemption.
English Government Securities.		£ s. d.	£ s. d.
Consols 4% 1957 or after	86½	4 12 6	—
Consols 2½%	55½	4 11 0	—
War Loan 5% 1929-47	102⅝	4 17 6	—
War Loan 4½% 1925-45	98	4 12 0	4 13 6
War Loan 4% (Tax free) 1929-42	99¾	3 19 0	3 18 6
Funding 4% Loan 1960-1990	88	4 11 0	4 12 0
Victory 4% Bonds (available for Estate Duty at par) Average life 35 years	93¾	4 6 0	4 7 6
Conversion 4½% Loan 1940-44	98	4 12 0	4 14 6
Conversion 3½% Loan 1961	77½	4 10 3	—
Local Loans 3% Stock 1921 or after	63½	4 14 6	—
Bank Stock	253xd	4 14 6	—
India 4½% 1950-55	91	4 19 0	5 3 0
India 3½%	69½	5 1 6	—
India 3%	59½	5 1 0	—
Sudan 4½% 1939-73	94	4 15 9	4 16 6
Sudan 4% 1974	86	4 13 0	4 14 0
Transvaal Government 3% 1923-53 (Guaranteed by British Government, Estimated life 15 years)	80½xd	3 13 6	4 12 6
Colonial Securities.			
Canada 3% 1938	86	3 9 6	4 17 6
Cape of Good Hope 4% 1916-36	92xd	4 7 0	5 7 0
Cape of Good Hope 3½% 1929-49	80	4 7 6	5 0 0
Commonwealth of Australia 5% 1945-75	99	5 2 0	5 2 0
Gold Coast 4½% 1956	96	4 13 9	4 16 6
Jamaica 4½% 1941-71	94	4 15 6	4 16 0
Natal 4% 1937	91	4 7 11	5 7 0
New South Wales 4½% 1935-45	90	5 0 0	5 8 0
New South Wales 5% 1945-65	98	5 2 0	5 3 0
New Zealand 4½% 1945	95	4 15 0	4 17 6
New Zealand 5% 1946	102	4 18 0	4 16 0
Queensland 5% 1940-60	96	5 4 0	5 5 0
South Africa 5% 1945-75	102	4 18 0	4 16 0
South Australia 5% 1945-75	98	5 2 0	5 2 0
Tasmania 5% 1945-75	99	5 1 0	5 2 0
Victoria 5% 1945-75	98	5 2 0	5 2 0
West Australia 5% 1945-75	98	5 2 0	5 2 0
Corporation Stocks.			
Birmingham 3% on or after 1947 or at option of Corporation	64	4 13 6	—
Birmingham 5% 1946-56	102	4 18 0	4 17 0
Cardiff 5% 1945-65	101	4 19 0	4 19 0
Croydon 3% 1940-60	69	4 6 9	4 19 0
Hull 3½% 1925-55	78	4 9 9	4 19 0
Liverpool 3½% Redeemable at option of Corporation	74	4 14 6	—
Ldn. Cty. 2½% Con. Stk. after 1920 at option of Corpn.	53	4 14 0	—
Ldn. Cty. 3% Con. Stk. after 1920 at option of Corpn.	63	4 15 3	—
Manchester 3% on or after 1941	63	4 15 0	—
Metropolitan Water Board 3% 'A' 1963-2003	63	4 13 9	—
Metropolitan Water Board 3% 'B' 1934-2003	64	4 13 6	—
Middlesex C. C. 3½% 1927-47	83	4 4 6	4 17 0
Newcastle 3½% Irredeemable	73	4 16 0	—
Nottingham 3% Irredeemable	62	4 16 0	—
Stockton 5% 1946-66	102	4 18 0	4 18 0
Wolverhampton 5% 1945-56	101	4 19 0	4 17 0
English Railway Prior Charges.			
Gt. Western Rly. 4% Debenture	81	4 19 0	—
Gt. Western Rly. 5% Rent Charge	98½	5 1 6	—
Gt. Western Rly. 5% Preference	93½	5 7 0	—
L. & N. E. Rly. 4% Debenture	76	5 5 0	—
L. & N. E. Rly. 4% 1st Guaranteed	73½	5 9 0	—
L. & N. E. Rly 4% 1st Preference	66xd	6 1 0	—
L. Mid. & Scot. Rly. 4% Debenture	79¾	5 0 6	—
L. Mid. & Scot. Rly. 4% Guaranteed	77	5 4 0	—
L. Mid. & Scot Rly. 4% Preference	70½	5 14 0	—
Southern Railway 4% Debenture	79¾	5 0 6	—
Southern Railway 5% Guaranteed	97	5 3 0	—
Southern Railway 5% Preference	90½	5 10 6	—

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15, STRAND, W.C.2.

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will offer the above for SALE by AUCTION at the LONDON AUCTION MART, 155, Queen Victoria Street, E.C., on WEDNESDAY, 24th APRIL, 1929, at 2.30 p.m. (unless previously sold privately).

Particulars and Conditions of Sale from the Solicitor, Bertie F. Browne, Esq., 12, Clarges Street, Piccadilly, W., or the Auctioneers, 11, Serle Street, Lincoln's Inn, W.C.2.

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'Phone: City 1296 (3 lines). 6, POULTRY, E.C.2. Telegrams: "Invariably, Stock, London."

PERIODICAL SALE No. 1155.

Reversions, &c., at the LONDON AUCTION MART, 155, QUEEN VICTORIA-STREET, E.C.4, on THURSDAY next, APRIL 18th, at 2.30, in Lots:—In the High Court of Justice, Chancery Division. Mr. Justice Astbury. *In re Tom Fearnley, deceased. —Soieries and Dorures Réunies Société Anonyme* v. *Millar.*

THE ABSOLUTE REVERSION, receivable on the decease of a lady aged 70, to one-half of freehold property at Ashton-under-Lyne, and £8,000 advanced on mortgage. Solicitors: Messrs. Wodcock, Ryland and Parker, 15 Bloomsbury-square, W.C.1; Messrs. John Clayton and Son, 4 Warrington-street, Ashton-under-Lyne; Messrs. Cochrane and Cripwell, 16 Balfour House, 119 Finsbury-pavement, E.C.2; Messrs. Milne, Bury and Lewis, 55 Brown-street, Manchester.

ABSOLUTE REVERSION, on decease of life 63, to £15,913 18s. 10d., 4 per cent. Consolidated Stock. Solicitors: Messrs. H. W. Perkins and Co., 5 and 6 Cork-street, W.1.

ABSOLUTE REVERSION, on decease of life 76, to 1-4th of £4,120 11s. 7d. Solicitors: Messrs. Lazarus and Son, 19 Hanover-square, W.1.

ABSOLUTE REVERSION, on decease of life 60, to about £3,735. Also ABSOLUTE REVERSION, on decease of life 63, to about £376. Solicitor: Stanley W. Brooks, Esq., 3 Lewisham-bridge, Lewisham, S.E.

ABSOLUTE REVERSION, on decease of life 54, to a sum of £2,000. Solicitors: Messrs. Isadore Goldman and Son, 9 Southampton-street, Bloomsbury, W.C.1; particulars also of the Trustee, F. S. Salaman, Esq., F.C.A., 1 and 2 Bucklersbury, E.C.4.

ABSOLUTE REVERSION, on decease of life 48, to one-half of about £17,000. Also

ABSOLUTE REVERSION, on decease of life 60, to 1-4th of Freehold Property at Finchley, also to 1-6th of Leasehold Property at Finchley. Solicitors: Messrs. Eves, Edwards and O'Connor, 84-86 Chancery-lane, W.C.2.

ABSOLUTE REVERSION, on decease of life 84, to 17-36ths of a Trust Estate estimated at £10,000. Solicitors: Messrs. Arthur Whitehead and Vizard, 35 The Canal, Salisbury.

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Offices, 6, Poultry, London, E.C.2. Telegrams: "Invariably, Stock, London." Tel. No. City 1296 (3 lines).

PERIODICAL PROPERTY AUCTIONS.

MESSRS. H. E. FOSTER & CRANFIELD beg to announce that their PROPERTY AUCTIONS will be held at THE LONDON AUCTION MART, 155, Queen Victoria-street, E.C.4.

Vendors, solicitors and trustees having properties for sale are respectfully invited to communicate with the Auctioneers, at their Offices, 6, Poultry, London, E.C.2. Telegrams: "Invariably, Stock, London." Tel. No. City 1296 (3 lines).

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Re Mr. William Rolfe, deceased.

Messrs. J. J. HILL & WEAVER

will submit to PUBLIC AUCTION at the LONDON AUCTION MART, 155 QUEEN VICTORIA-STREET, CITY, on WEDNESDAY, 24th APRIL, 1929, at 2.30 p.m.,
the following secure rentals, namely,
FREEHOLD GROUND RENTS,
amounting to
£309 PER ANNUM,
arising from 46 houses in HILLIER-ROAD, WANDSWORTH COMMON.

A Rental of
£105 PER ANNUM
arising from the FREEHOLD FULLY LICENSED PUBLIC HOUSE,
"THE NORTHERN STAR,"
No. 130, HIGH-ROAD, NEW SOUTHGATE,
together with Shop adjoining. Leases expiring in 1988, at a rent of £105 per annum.

£70 PER ANNUM
arising from the FREEHOLD FULLY LICENSED PUBLIC HOUSE,
"THE GENERAL SIMPSON,"
HAWTHORN GROVE, PENGE.
Lease expiring 1959.

£65 PER ANNUM
arising from the FREEHOLD FULL OFF-LICENCE PREMISES,
"THE RUBY STORES,"
No. 171, TURNPIKE-LANE, HORNSEY.
Lease expiring 1936.

Printed particulars ready, and may be obtained of Messrs. Hunters, Solicitors, No. 9 New-square, Lincoln's Inn, W.C.2; at the Auction Mart, and at the Auctioneers' Offices, 8 Theobald's-road, W.C.1.

By Order of Trustees selling final portion of Estate.

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26 Houses, 10 Shops and Factory at LEYTON and LEYTONSTONE, producing a total rent roll of £2,479 per annum.

Also Eleven Plots of BUILDING LAND at HERNE BAY, KENT.

Messrs. REYNOLDS & EASON

Will SELL the above by AUCTION at the London Auction Mart, 155, Queen Victoria-street, E.C., on Tuesday, 23rd April next, at 2.30 o'clock.

Particulars and Conditions of Sale of Messrs. H. Rawlinson & Son, Solicitors, 4, Broad-street-place, E.C. and of the Auctioneers, 192, Bishopsgate, E.C.2.

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HUGGINS' LION BREWHOUSE
HAVING A TOTAL GROUND AREA OF NEARLY
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FRONTAGES OF 1,000 FEET to BROAD-STREET, BERWICK-STREET, LEXINGTON-STREET, HOPKINS-STREET, and INGESTRE-PLACE, &c. VACANT POSSESSION of the entirety, with the exception of six shops in Berwick-street, Broad-street and Kemps-court; offering an opportunity which can now seldom be obtained of acquiring an extensive area in the centre of the West-end business quarter of London.

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are instructed to offer the above Valuable FREEHOLD PROPERTIES for SALE by AUCTION in Three Lots, at THE LONDON AUCTION MART, 155 Queen Victoria Street, E.C.4, on Thursday, 23rd May, 1929 at 2.30 p.m. (unless previously sold Privately). Particulars and Conditions of Sale with Plan, when ready, may be had on application to Messrs. COLDHAM, BIRKETT and FLEURET, 3 and 4 Clement's-inn, W.C.2, Solicitors; or of the Auctioneers, as above.

FOUBERTS PLACE, REGENT STREET.

CORNER WAREHOUSE & STABLING
FEET 16,000 SUPER.
WITH POSSESSION,
and DWELLING HOUSE and PRINTING WORKS adjoining; known as
Nos. 33 MARSHALL STREET, and 30 and 32 FOUBERTS PLACE,
Held for an unexpired term of 49 years at a Head Rent of £400 per ann.

Messrs. FAREBROTHER, ELLIS & CO.

will offer the above for SALE by AUCTION, in ONE LOT, at the LONDON AUCTION MART, 155 Queen Victoria Street, E.C.4, on Thursday, 23rd May, 1929 at 2.30 p.m. (unless previously sold Privately).
Particulars, conditions of sale and plan, when ready, of the Solicitors, Messrs. Coldham, Birkett & Fleuret, 3 and 4 Clement's Inn, W.C.2, or of the Auctioneers, as above.

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Saturday, April 13th, 1929.